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SPRINT SPECTRUM L.P.

SUPERIOR COURT OF CALIFORNIA - COUNTY OF SAN MATEO

WILLIAM BUCY; MICHAEL C.
MITCHELL; JAIME WING, both
individually and on behalf of all those
similarly situated,

Plaintiffs,

vs.

AT&T WIRELESS SERVICES, INC.;
CINGULAR WIRELESS, LLC; SPRINT
CORPORATION; and Does 1-25,

Defendants.

No. CIV 432021

**DECLARATION OF VINCENT P.
DESANTIS IN SUPPORT OF MOTION TO
COMPEL ARBITRATION**

Date: March 12, 2004
Time: 9:00 a.m.
Place: Dept. 1
Compl. Filed: June 16, 2003
Trial Date: Not yet set

Honorable Carol L. Mittlesteadt

I, Vincent P. DeSantis, declare:

1 1. I am over the age of 18 and am not a party to this action. I am the Senior Director of
2 Loyalty and Retention Marketing Spectrum L.P., d/b/a Sprint PCS ("Sprint PCS"), which provides
3 Sprint PCS wireless service. In this role, I have personal knowledge of the facts and records
4 described below. If called as a witness, I could and would testify competently to the facts set forth
5 below. I make this declaration in support of Sprint PCS' Petition to Compel Arbitration.

7 2. Sprint PCS' provision of wireless services to all of its wireless customers is governed
8 by terms and conditions of service (the "Terms and Conditions"). The Terms and Conditions, as
9 amended from time to time, set forth the contractual relationship between Sprint PCS and the
10 customer, and govern Sprint PCS's provision of wireless services.

12 3. The Terms and Conditions are included in the box containing wireless telephones that
13 Sprint customers receive upon purchasing telephones. True and accurate copies of each and every
14 version of the Terms and Conditions in effect since May, 2001 are attached to this declaration as
15 exhibits 1 through 5 and their terms are incorporated herein by this reference. Each version contains
16 an arbitration provision. Plaintiff, Michael Mitchell, alleges that he is a Sprint customer who had a
17 contract with Sprint to provide cellular phone service. Plaintiff also alleges that Sprint began
18 improperly charging him in June, 2003. Since the attached Terms and Conditions precede the date of
19 Mr. Mitchell's allegations, the attached provisions are all inclusive of the period in question.
20

22 4. The first two sentences of the Terms and Conditions state as follows:

23 Thanks for choosing to connect with Sprint PCS. These terms and conditions
24 are part of your agreement with Sprint PCS for Sprint Personal
25 Communication Services.

26 *See Exhibits 1 and 2, p. 1.*

27 5. The Terms and Conditions advise all Sprint customers that the Terms and Conditions
28 may change:

Changes to Agreement. We may change this Agreement at any time (but see Service Plan). Any changes to the Terms are effective when we publish the revised Terms. If you use our Services or make any payment to us on or after the effective date of the changes, you accept the changes. If you do not accept the changes, you may terminate Services (but see Termination and Changing Service Plans). For purposes of the Agreement, "use" includes keeping the right to access the Sprint PCS Network by not terminating Services. You may not modify the Agreement except for your Service Plan (see Termination and Changing Service Plans).

See, e.g., Exhibit 1, p. 2.

6. The Terms and Conditions also provided as follows:

For the most current version of the terms and conditions, please visit our website at www.sprintpcs.com or call Sprint PCS Customer Care at 1-888-211-4PCS, because the terms and conditions included with your Sprint PCS PhoneTM may not be the most current version. If you activated Sprint PCS Services before the effective date of these terms and conditions, these terms and conditions replace and supersede any previous terms and conditions.

See, e.g., Exhibit 1, p. 1.

7. A true and accurate copy of the May 22, 2001 Terms and Conditions is attached hereto as Exhibit 1 and its terms are incorporated herein by this reference. The revised Terms and Conditions contain a mandatory arbitration provision. Every version of the Terms and Conditions since that date also contains an arbitration provision.

8. On November 1, 2001, the Terms and Conditions were again revised. A true and accurate copy of the November 1, 2001 Terms and Conditions is attached hereto as Exhibit 2 and is incorporated herein by this reference. The revised Terms and Conditions contain a mandatory arbitration provision. Sprint provided notification to each of its customers of a change in the Terms and Conditions in the customer's monthly billing statements with the following message:

New Terms and Conditions!

If you activated Sprint PCS Services before 11/01/01, our new terms and conditions replace and supersede any previous ones. For the most current version, visit www.sprintpcs.com or call 1-800-211-4PCS

9. On May 1, 2002, the Terms and Conditions were again revised. A true and accurate copy of the May 1, 2002, Terms and Conditions is attached hereto as Exhibit 3 and is incorporated

1 herein by this reference. The revised Terms and Conditions contain a mandatory arbitration
2 provision.

3 10. Sprint mailed a copy of the May, 2002 Terms and Conditions to each of its customers
4 in their April, 2002 billing statements.

5
6 11. On August 1, 2002, the Terms and Conditions were again revised. A true and accurate
7 copy of the August 1, 2002 Terms and Conditions is attached hereto as Exhibit 4 and is incorporated
8 herein by this reference. The revised Terms and Conditions contain a mandatory arbitration
9 provision. Again, Sprint provided notification of a change to the Terms and Conditions in its monthly
10 billing statements.

11
12 12. On June 1, 2003, the Terms and Conditions were again revised. A true and accurate
13 copy of the June 1, 2003 Terms and Conditions is attached hereto as Exhibit 5 and is incorporated
14 herein by this reference. The revised Terms and Conditions contain a mandatory arbitration
15 provision. Again, Sprint provided notification of a change to the Terms and Conditions in its monthly
16 billing statements.

17
18 13. Sprint notified all of its customers of a change in the Terms and Conditions in the
19 customers' monthly billing statement with the following language:

20
21 **Important Notice Regarding Your PCS Service From Sprint.**

22 The Terms and Conditions of PCS Service from Sprint have changed. To view
23 the current version, please visit www.sprintpcs.com or press *2 on your PCS
Phone and request a copy from a PCS Customer Solutions Specialist.

24 A true and correct copy of an exemplar Sprint billing statement is attached hereto as Exhibit 6 and is
25 incorporated herein by this reference.

26 14. In addition to providing a copy of the Terms and Conditions to customers at the time
27 they purchase their phones, and notifying them of changes to the Terms and Conditions in their
28 monthly billing statements, Sprint has reminded each customer in their monthly invoices

1 that the current Terms and Conditions are available at www.sprintpcs.com or by dialing *2 for
2 PCS Customer Solutions. An example from a June, 2003 billing statement is attached hereto as
3 Exhibit 6 and is incorporated herein by this reference.
4

5 I declare under the penalty of perjury of the laws of the states of California and Kansas
6 that the foregoing is true and correct. Executed this ^{5th} day of February 2004 at Overland Park,
7 Kansas.
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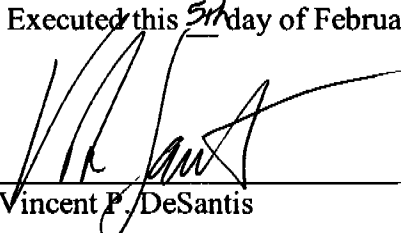

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EXHIBIT 1



Sprint PCS

Terms and Conditions of Services

effective as of May 22, 2001 until replaced

Thanks for choosing to connect with Sprint PCS. These terms and conditions are part of your agreement with Sprint PCS for Sprint Personal Communication Services.

For the most current version of the terms and conditions, please visit our website at www.sprintpcs.com or call Sprint PCS Customer Care at 1-888-211-4PCS, because the terms and conditions included with your Sprint PCS phone™ may not be the most current version. If you activated Sprint PCS Services before the effective date of these terms and conditions, these terms and conditions replace and supersede any previous terms and conditions.

If you have questions about your Sprint PCS Services, call Sprint PCS Customer Care at 1-888-211-4PCS (4727) or visit our Web site at www.sprintpcs.com.

Agreement. Your agreement ("Agreement") with Sprint Spectrum L.P. and any of its affiliates doing business as Sprint PCS providing Sprint Personal Communications Services ("Services") to you is made up of these Terms and Conditions of Service ("Terms") and the Service Plan that we agree to provide you. Your "Service Plan" is described in our marketing materials, and includes the rates and features we set for that Service Plan. We use the words "we," "us," "our" or "Sprint PCS" to refer to Sprint Spectrum L.P. and its affiliates doing business as Sprint PCS in these Terms. When you activate Services or attempt to use our Services (including, without limitation, attempting to place a call on the Sprint PCS Network, or off the Sprint PCS Network when roaming, including "911" or similar calls), you accept the Agreement.

Provision of Service. Your purchase of Sprint PCS phones or other equipment does not mean that we must provide Services to you. We may decide not to provide Services to you for any lawful reason. We may request that you provide us with any information we reasonably require to determine whether you qualify for Services. Services in some areas are managed and provided under contract with Sprint PCS by independent affiliates with access to the Sprint PCS Network. Some Services may not be available or may operate differently in certain affiliate markets.

Credit Verification. You must have and keep satisfactory credit to receive and continue to receive Services. We will verify your credit before agreeing to provide Services to you and we may verify your credit at any time while we provide Services to you. Credit verification may include a review of credit reports that we receive from commercially available credit bureaus. We may

require a guarantee of payment by an individual or entity approved by us. If at any time we determine, in our sole discretion, that payment for Services may not be made when due, we may suspend Services to your phone and require that you provide payment on account or a guarantee of payment before we resume Services to your phone.

Changes to Agreement. We may change this Agreement at any time (but see Service Plan). Any changes to the Terms are effective when we publish the revised Terms. If you use our Services or make any payment to us on or after the effective date of the changes, you accept the changes. If you do not accept the changes, you may terminate Services (but see Termination and Changing Service Plans). For purposes of the Agreement, "use" includes keeping the right to access the Sprint PCS Network by not terminating Services. You may not modify the Agreement except for your Service Plan (see Termination and Changing Service Plans).

Service Plan. You may be eligible for a fixed length Service Plan ("Term Service Plan") or for a month-to-month Service Plan ("Non-Term Service Plan"). We determine the Service Plan for which you qualify. We may offer non-identical Service Plans to different individuals or entities. Services and coverage under some Service Plans may be more limited than available under other Service Plans. Your Service Plan sets out the charges for Services and is your Service Plan until that Service Plan is changed, you switch to a different Service Plan, or your Services terminate. Your Service Plan may require that you make a deposit, prepayment, or a series of deposits or prepayments, or be subject to an account spending limit, before Services are activated or maintained.

Changing Service Plans. If you are on a Non-Term Service Plan, you may change to a different Service Plan for which you qualify. Any change is effective at the start of your next full invoicing cycle unless otherwise specified by us at the time that you place your change order. If you change or add a different Service Plan or service feature and the change is effective prior to the start of your next full invoicing cycle, you will be invoiced a prorated amount. We may require a service charge for implementing any change directed by you as well as the Service Plan or optional service features you select. If you are on a Term Service Plan, your ability to change to another Service Plan may be limited and we may require you to pay a termination fee as set out in your Service Plan.

Use of Services and Equipment; Availability. You must be at least 18 years old to subscribe to our Services. We may require you to provide proof of your age and identity. If you are under 18 years old you may be eligible for certain Services that have Account Spending Limits if a person 18 years or older is also named as a subscriber on the Account. Services and equipment may not be used for any unlawful, fraudulent or abusive purpose. By requesting Services, you agree that you will not use Services and equipment in any unlawful, fraudulent or abusive manner.

You may not resell or lease Services or equipment to anyone. Services are available within the operating range of the Sprint PCS Network. Coverage and quality of Services may be affected by conditions within or beyond our control, including atmospheric, geographic, or topographic conditions. We do not guarantee that there will be no interruptions or delays in Services. Your Sprint PCS phone™ will not accept the services of any wireless provider other than Sprint PCS (but see Roaming).

Number. We assign a phone number ("Number") to the phone or other equipment used by you on the Sprint PCS Network. We may change the Number without compensation by giving you prior notice. You do not own the Number. You may not modify the Number we program into any phone or other equipment, transfer or duplicate the Number to any phone or other equipment other than that authorized by us, or transfer the Number to any other individual or entity.

Phone Activation Fee. You may be required to pay a non-refundable phone activation fee when you activate a new Number, have us switch a Number to a different phone, we activate a different phone on your existing account or your Service Plan says so. Details on any applicable phone activation fee are set out in your Service Plan or can be obtained by calling Sprint PCS Customer Care.

Charges. For most forms of wireless Service, your usage will be charged from the time you first initiate contact between your phone or other wireless device and the network until the network connection is broken, whether or not you are successful in connecting with the service with which you seek to connect, even if the connection is later broken or dropped. An exception is that you are not charged for voice calls that are not completed. You are charged for completed calls to your Number from the time shortly before the phone starts ringing until the call is terminated by either party. You will be charged peak rates for the entire duration of calls initiated during the peak time periods applicable to your Service. You will be charged off-peak rates for the entire duration of calls initiated during the off-peak time periods applicable to your Service. In addition to these usage charges, you may be charged for recurring monthly service charges, applicable local and long-distance toll charges, other usage charges, connection fees, roaming charges, directory assistance, call completion charges, optional features you select at an extra cost, and taxes and other regulatory-related charges. Charges for most Services are incurred in one-minute increments, with partial minutes of use rounded up to the next highest minute. You must pay, by each invoice due date, all charges for Services provided to the Number for each phone or other equipment that our records show you activated, no matter who actually uses or has possession of the phone or other equipment at the time Services are provided.

Voice Command. Sprint PCS Voice CommandSM is an optional service that allows you to place calls by using speech recognition technology. Calls to 911 or similar emergency numbers cannot be

placed through the Voice Command feature. Airtime and applicable long distance charges for a call completed from your Number using the Voice Command feature begin when you press or activate the TALK or similar key(s) and end when your call is terminated by hitting the END key or by returning to the Voice Command platform. If you initiate and complete another call without leaving the Voice Command platform, a separate charge for that call will begin from the time the previous call was terminated. Airtime and applicable long distance charges will be applied to the entire length of a completed call initiated from Voice Command. Using Directory Assistance to input names into your Voice Command address book will incur additional charges. Details on charges for the Voice Command feature can be found in the marketing materials for this feature, by visiting www.sprintpcs.com or by calling Sprint PCS Customer Care.

Invoicing. Invoicing cycles are approximately 30 days in length. Invoicing cycles and dates may change from time to time. Except as otherwise provided in your Service Plan, monthly recurring charges (MRCs) are invoiced one invoicing cycle in advance. Charges for Services are usually invoiced as soon as possible after the charges accrue. We may, however, invoice you for usage and charges occurring before the invoicing cycle being invoiced, if they were not previously invoiced. If you are invoiced for usage incurred during a prior invoicing cycle, those minutes will be applied to your Service Plan minutes for the current invoicing cycle. However, if you change your Service Plan between the time the usage was incurred and the beginning of the current invoicing cycle, those minutes from the prior invoicing cycle will be charged at the rate per minute for usage over included minutes provided in the Service Plan in effect at the time the usage was incurred.

Payment. If you have authorized payment for Services or equipment by credit card or by debiting a bank account, no additional notice or consent is required before we invoice the credit card or debit the bank account for all amounts due to us or billed by us on behalf of a third party. You must promptly notify us of any change in your invoicing address or of the credit card or bank account used for payment. We reserve the right to require payment by money order, cashier's check or other secured form of payment. If we take action to receive payment beyond invoicing you for charges for Services or equipment, you must pay our costs and expenses of collection, including attorneys' fees and expenses, the fees of any collection agency and court costs. If we act as an invoicing agent for a third-party service provider, payments received are first applied to amounts due and owing to us and any remaining amounts are applied to sums due and owing to the third-party service provider. We may charge an additional fee for any check or other negotiable instrument endorsed by you and returned unpaid by a financial institution for any reason. You may be charged fees for certain methods of payment.

Late Payment Charges. Payment is past due if we do not receive it by the due date shown on your invoice. Any payment

for Services and equipment not made when due accrues late charges until paid at the rate of 1.5% per month or at the highest rate allowed by law. Late charges are prorated daily for each day that payment is past due, but are not compounded monthly. Acceptance of late or partial payments (even if marked "paid in full") does not waive our right to collect all amounts that you owe us.

Disputed Charges. You must raise any dispute that you have about any charges invoiced to you within 15 days of the date of the invoice or you have accepted the invoice. You may notify us of any dispute by notifying Sprint PCS Customer Care. Calls to our sales or general business offices are not notice of a dispute. If disputed invoice procedures are described on the invoice, you must follow them.

Termination. Non-Term Service Plan. If you are on a Non-Term Service Plan you may terminate Services at any time by giving us notice. Subject to the terms of this Agreement, we may terminate Services at any time, with or without notice. We may deactivate any Number before you receive notice of termination without liability to you. Termination by either of us may be with or without cause.

Termination. Term Service Plan. If you are on a Term Service Plan (1) your ability to terminate Services before the end of the term is limited, (2) your ability to change to another Service Plan before the end of the term may be limited, and may result in a termination or activation fee, (3) you may be required to pay a termination fee, (4) we may not terminate Services without cause before the end of the term and (5) if we terminate Services for cause before the end of the term, you may be required to pay a termination fee. No termination fee is charged if you terminate a Term Service Plan within 14 days of activation of your Sprint PCS Phone. During the term we must give each other notice to terminate Services. At and after the expiration of the term, you may terminate Services at any time by giving us notice and we may subject, to this Agreement, terminate Services at any time, with or without notice.

Termination. General. Regardless of whether you have a Non-Term or a Term Service Plan, we may terminate or suspend Services to you without liability (1) if you breach any provision of this Agreement (including if you fail to pay any charges for Services), or (2) if you fail to pay any charges due us for equipment or otherwise. If you promptly cure the breach, we may, but are not obligated to, reactivate Services to you. You must pay all charges for (a) Services provided before termination of a Number, and (b) equipment, regardless of who terminates Services. If Services are terminated before the end of your current invoicing cycle (i) the monthly recurring charge is not prorated to the date of termination, and (ii) you will not receive a credit or refund for any unused minutes in your Service Plan.

Account Spending Limit. If we agree to provide Services to you on an Account Spending Limit basis, we will tell you your Account

Spending Limit before we start Services to your Number, or as reasonably practicable after the limit is imposed. If we require a deposit for you to establish or keep Services on an Account Spending Limit basis, we will hold the deposit as partial guarantee of payment for Services (see Deposits). Charges for Services accrue against your Account Spending Limit as they are incurred. We may charge an initial ASL start up fee. We may charge a monthly ASL service fee, in addition to your recurring monthly service charge. We may suspend Services to your Number without prior notice to you when your account balance reaches your Account Spending Limit. Services are restored when you have paid any past due balance and pay a specified minimum amount to reduce your account balance below your Account Spending Limit. We may change this minimum amount at any time upon notice to you. You may pay any past due balance and the minimum amount by any method authorized by Sprint PCS. Contact Sprint PCS Customer Care for information about authorized methods of making these payments. We may charge you a fee for calls that involve our live customer care services. If we provide Services to you on an Account Spending Limit basis, Services and coverage may be limited in certain ways. You must pay all charges for Services even if they exceed the amount of your Account Spending Limit.

Deposits. If we require a deposit for you to establish or keep Services, we will hold the deposit as partial guarantee of payment for Services. We may change the deposit amount at any time to reflect revised estimated monthly charges based upon your usage. A deposit may not be used to pay any invoice (unless it is used to pay a final invoice) or delay payment. The deposit amount, the length of time we hold the deposit and changes to the deposit amount are determined based on your credit and payment history. The rate of interest on the deposit is subject to change. We may mix deposits with our other funds. If Services are terminated for any reason, we may, without notice to you, apply your deposit toward payment of outstanding charges and return any excess to you at your last known address within 75 days after termination of Services. If the U.S. Postal Service cannot deliver the money to you and returns it to us, we will hold it for you for one year from the date of return and, during that period, we may charge a servicing fee against the deposit balance. Any money held during this one-year period will not accrue interest for your benefit. You forfeit any portion of the money left after the one-year period.

Wireless Web and Voice Portal Services. Wireless Web Services are part of the Services that can be obtained through Sprint PCS. Wireless Web Services may not be immediately available in some Sprint PCS affiliate markets. Use of Wireless Web Services requires a wireless data compatible phone or certain other equipment (or both) and is subject to any memory, storage or other limitation in the phone or other equipment. The Caller ID blocking feature is not available when using Wireless Web Services. For data calls (including Wireless Web and Voice Portal calls) that are attempted, but not completed, you are charged for the time during which the network attempts to

connect the call. You are charged for time spent connected to the Wireless Web or Voice Portal, including time spent browsing on the Internet or Voice Portal and reviewing or scrolling through Internet information on-line while still connected to the Sprint PCS Network. Not all Internet sites can be accessed and you may receive an error message if you attempt to access a site that cannot be accessed through Wireless Web Services. You are also charged for Wireless Web connections to review your Sprint PCS account information. Wireless Web Services and Voice Portal data calls may not be available when you are roaming off the Sprint PCS Network. Wireless Web Services are not available to you if you are on a Sprint PCS Prepaid Service Plan. If you receive Services on an Account Spending Limit basis, you may be limited in the Wireless Web and Voice Portal Services available to you. Call Sprint PCS Customer Care or visit our website at www.sprintpcs.com for availability and equipment compatibility information. Specific additional information about Wireless Web Services and Voice Portal Services, including pricing, included minutes and combining with other Service Plans, is available in our standard sales collateral for Sprint PCS Wireless Web Services and Voice Portal Services or at www.sprintpcs.com. Sprint PCS is not a publisher of third party content that can be accessed through Wireless Web Services or Voice Portal Services. Sprint PCS is not responsible for any opinions, advice, statements, services or other information provided by third parties and accessible through Wireless Web Services Voice Portal Services. Neither Sprint PCS nor its vendors or licensors guarantees the accuracy, completeness or usefulness of information that is obtained through the Wireless Web Services or Voice Portal Services. You are responsible for evaluating such content.

Taxes and Other Regulatory-Related Charges. We invoice you for taxes, fees and other charges levied by federal, state or local authorities, or foreign government on Services. We also assess charges associated with regulatory mandates and obligations, such as Universal Service and Enhanced 911 service. If you claim any tax exemption, you must provide us with a valid tax-exempt document. Any tax exemption applies only from the date we receive a valid tax-exempt document.

Roaming. Calls made outside of your Home Service Area and outside of the Sprint PCS Network are "roaming" calls. Your Sprint PCS phone is specifically designed and engineered to work only on the Sprint PCS Network. It works on another CDMA PCS provider's system only when a roaming agreement is in place between Sprint PCS and the other providers. If your Sprint PCS Phone is a dual-mode phone, it works on both a CDMA PCS provider's system (in addition to the Sprint PCS Network) and a wireless analog telecommunications provider's system only when roaming agreements are in place between Sprint PCS and the other providers. If we do not have a roaming agreement in place, you may be able to place roaming calls "manually" by using a valid credit card. If there is a gap or other interruption of coverage within a Sprint PCS coverage area that prevents connection with the Sprint PCS network and your dual-mode phone is set to roam automatically when outside Sprint PCS

coverage, you may incur roaming fees within a Sprint PCS coverage area. Certain features are not available when roaming. Roaming rates may be different from and higher than the rates you pay for calls within your Sprint PCS Home Service Area and on the Sprint PCS Network. Roaming charges are invoiced according to the practices of the roaming service provider. When roaming, you are subject to the limitation of liability provisions and other applicable rules imposed by the roaming service provider.

Interruption of Service. We may give credit for a continuous interruption of Services for more than 24 hours on a case-by-basis. Interruptions caused by your negligent or willful actions, or by failure of equipment or service not provided by us, or by causes beyond our reasonable control, do not qualify for credit. We may provide you with an airtime credit of one minute for a call that is disconnected because of transmission limitations caused by atmospheric, geographic or topographic conditions and that you redial within one minute of disconnection. You must notify us within 24 hours of the disconnection to request credit.

Phones and Other Equipment. Phones and other equipment may be purchased and returned as provided in the purchase documents. We are not the manufacturer of the phones or other equipment. The only warranties on the phones or other equipment are any limited warranties extended by the manufacturers. We have no liability in connection with the phones and other equipment or for the manufacturers' acts or omissions.

Lost or Stolen Equipment. If your phone or other equipment is lost or stolen, you must notify us by calling Sprint PCS Customer Care. You are responsible for all charges for Services provided to the Number for the lost or stolen equipment before you notify us of the loss or theft. We will deactivate Services to the Number upon notification to us of any loss or theft. You may be required to provide evidence of the loss or theft (for example, a police report or sworn statement). If the equipment is later found, we may require that you exchange it for another phone or other equipment before we reactivate Services (if we do reactivate Services), as well as require you to pay a reactivation fee. We will deactivate Services to any Number without prior notice to you if we suspect any unlawful or fraudulent use of the Number. You agree to cooperate reasonably with us in investigating suspected unlawful or fraudulent use.

Caller ID. If you do not want people you call to receive the Number assigned to your phone, you must call Sprint PCS Customer Care for information about automatic Caller ID blocking. The Number assigned to your phone can be blocked on a per-call basis by dialing *67 + Destination Number + TALK (or similar key), but Caller ID delivery resumes on the next call you make. Caller ID display on incoming calls to your Number depends on receiving the information from the calling party.

TTY Access. A TTY (also known as TDD or Text Telephone) is a telecommunications device that allows people who are deaf or

hard of hearing, or who have speech or language disabilities, to communicate by telephone. It is not possible to use your phone with a TTY.

Pay-Per-Call Service. We will not complete calls from your Number to 900, 976 and similar numbers for pay-per-call services.

International Calling. You may be limited in the international destinations that you can call with Services. You should contact Sprint PCS Customer Care for information about international destinations that you cannot call.

Limitation of Liability. Except as otherwise provided in this section, our sole liability to you for any loss or damage arising of providing or failing to provide Services (including mistakes, omissions, interruptions, delays, errors, or defects) does not exceed (1) in cases related to a specific piece of equipment, the prorated MRC for Services to the piece of equipment during the affected period, or (2) in cases not related to a specific piece of equipment, the prorated MRCs for Services to you during the affected period. Neither we nor our vendors, suppliers or are liable for any damage arising out of or in connection with: a) any act or omission of any telecommunications service or other service provider other than us; b) any directory listing; c) any dropped calls or inability to place or receive calls; d) any interruption of Services, including interruptions caused by equipment or facilities failure or shortages, transmission limitations or system capacity limitations; e) traffic or other accidents, or any health-related claims allegedly arising from the use of Services, phones, equipment or accessories used in connection with the Services; f) the use of Sprint PCS Wireless Web Services, including the accuracy or reliability of any information obtained from the Internet using Sprint PCS Wireless Web Services or from Voice Portal Services, or Internet services, content or applications not supported by Sprint PCS; g) any late or failed message delivery; h) any interruption or failure of 911 or E911 emergency services or identification of the Number, address or name associated with any person accessing or attempting to access emergency services from your phone; i) the installation or repair of any products or equipment by parties who are not our authorized employees or agents; j) events due to factors beyond our control, including acts of God (including, without limitation, weather-related phenomena, fire or earthquake), war, riot, strike, or orders of governmental authority; k) any act or omission of any third party or independent contractor that offers products or services in conjunction with or through the Services; or l) your negligent or intentional act or omission.

NO CONSEQUENTIAL OR OTHER DAMAGES. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH PROVIDING OR FAILING TO PROVIDE SERVICES, PHONES OR OTHER EQUIPMENT USED IN CONNECTION WITH THE

SERVICES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES. THIS SECTION SURVIVES TERMINATION OF THIS AGREEMENT.

Indemnification. You indemnify and defend us, our partners, directors, officers, employees and agents from and against any claim, action, damage, liability and expense arising out of or in connection with: (1) your acts or omissions that occur in connection with your use of the Services or equipment used in connection with the Services, and (2) any communications you make or receive using the Services. This indemnification extends to and includes any attorney's fees and costs incurred by us arising from any actions or claims to which this indemnification applies, or from the contesting of the applicability of this provision. This section survives termination of this Agreement.

ARBITRATION OF DISPUTES. ANY CLAIM, CONTROVERSY OR DISPUTE, WHETHER SOUNDING IN CONTRACT, STATUTE, OR TORT, INCLUDING FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, RELATED DIRECTLY OR INDIRECTLY TO THE SERVICES, WHETHER BETWEEN THE COMPANY AND THE CUSTOMER OR BETWEEN THE COMPANY OR THE CUSTOMER, ON THE ONE HAND, AND EMPLOYEES, AGENTS OR AFFILIATED BUSINESSES OF THE OTHER PARTY, ON THE OTHER HAND, SHALL BE RESOLVED BY ARBITRATION AS PRESCRIBED IN THIS SECTION. THE FEDERAL ARBITRATION ACT, NOT STATE LAW, GOVERNS THE QUESTION OF WHETHER A CLAIM IS SUBJECT TO ARBITRATION.

A single arbitrator engaged in the practice of law will conduct the arbitration under the rules of the American Arbitration Association. The arbitrator will be selected in accordance with AAA procedures from a list of qualified people maintained by the AAA. All expedited procedures prescribed by the AAA rules will apply, and each party will bear their own costs and attorney's fees.

No discovery will be permitted, except that the parties will exchange, thirty days prior to the hearing on their dispute, all documents to be submitted to the arbitrator, including any reports or summaries, and a list of the names and addresses of those persons to be called to testify. Following exchange of this information, the parties may agree to waive a hearing.

The arbitrator will have authority only to award compensatory damages and will not have authority to award punitive damages, lost profits, or other non-compensatory damages. The arbitrator's decision and award will be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction. The arbitrator's decision must not contain findings of fact or conclusions of law.

If any party files a judicial or administrative action asserting a claim that is subject to arbitration and another party successfully stays such action or compels arbitration, the party filing that

action must pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including attorney's fees.

Notices. You may get our current address for written notice by calling Sprint PCS Customer Care. Written notice to you is sent to your last known address in our invoicing records. Written notice deemed delivered 3 days after deposit in the U.S. mail, postage prepaid, and properly addressed. Unless required by this Agreement or Applicable Laws, (1) you may notify us by calling Sprint PCS Customer Care, and (2) we may notify you by leaving a message for you on your Sprint PCS Phone, answering machine or with your answering service. Notice addresses may be changed by giving notice as provided in this section.

Choice of Law; Jurisdiction. This Agreement is governed by and must be construed under federal law and the laws of the State of Kansas, without regard to choice of law principles. You agree to submit yourself to the personal jurisdiction of the courts in the State of Kansas.

General. If either of us does not enforce any right or remedy available under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the other party. Our waiver of any requirement in any one instance is not a general waiver of that requirement and does not amend this Agreement. If any part of this Agreement is held invalid or unenforceable, that part is interpreted consistent with Applicable Laws as nearly as possible to reflect the original intentions of the parties and the rest of this Agreement remains in full force and effect. Section headings are for descriptive purposes only and are not used to interpret this Agreement. You may not assign this Agreement to any other person or entity without our prior written approval. This Agreement (including any referenced documents and attachments) makes up the entire agreement between you and us and replaces all prior written or spoken agreements, representations, promises or understandings between you and us. The provisions of this Agreement that are contemplated to be enforceable after the termination of this Agreement survive termination of this Agreement. This Agreement is subject to any applicable federal and state law (collectively, "Applicable Laws"). If there is a conflict, the Service Plan (including any Term Service Plan) controls over the Terms. **The following provisions are not generally applicable and apply only to customers whose Service Plans include these terms:**

Traveling. If you are making or receiving calls outside your Home Service Area but on the Sprint PCS Network, you may be charged for Services at a "travel" rate for both outgoing and incoming traveling calls. Long distance charges may not be included in the travel rate. Traveling charges do not apply if you subscribe to a Home Rate USA plan or to both Toll-Free USA and Home Rate USA. (See Home Rate USA and Toll-Free USA for more information.) You do not have to register your Number when traveling outside your Home Service Area.

Home Rate USA. This service lets you make or receive calls from anywhere on the Sprint PCS Network at your Home Service Area airtime rates.

Toll-Free USA. This service lets you call from anywhere on the Sprint PCS Network to anywhere in the United States, Puerto Rico and the U.S. Virgin Islands and be charged at your Home Service Area airtime rates, with no additional long distance charges. If you have Home Rate USA but do not have Toll-Free USA, and if you make a long distance call outside of your defined local calling area, you are invoiced for the long distance charges.

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EXHIBIT 2

Terms and Conditions of Services

effective as of November 1, 2001 until replaced

Thanks for choosing to connect with Sprint PCS. These terms and conditions are part of your agreement with Sprint PCS for Sprint Personal Communication Services.

For the most current version of the terms and conditions, please visit our website at www.sprintpcs.com or call Sprint PCS Customer Care at 1-888-211-4PCS, because the terms and conditions included with your Sprint PCS Phone™ may not be the most current version. If you activated Sprint PCS Services before the effective date of these terms and conditions, these terms and conditions replace and supersede any previous terms and conditions.

If you have questions about your Sprint PCS Services, call Sprint PCS Customer Care at 1-888-211-4PCS (4727) or visit our Web site at www.sprintpcs.com.

Agreement. Your agreement ("Agreement") with Sprint Spectrum L.P. and any of its affiliates doing business as Sprint PCS providing Sprint Personal Communications Services ("Services") to you is made up of these Terms and Conditions of Service ("Terms") and the Service Plan that we agree to provide you. Your "Service Plan" is described in our marketing materials, and includes the rates and features we set for that Service Plan. We use the words "we," "us," "our" or "Sprint PCS" to refer to Sprint Spectrum L.P. and its affiliates doing business as Sprint PCS in these Terms. When you activate Services or attempt to use our Services (including, without limitation, attempting to place a call on the Sprint PCS Network, or off the Sprint PCS Network when roaming, including "911" or similar calls), you accept the Agreement.

Provision of Service. Your purchase of Sprint PCS phones or other equipment does not mean that we must provide Services to you. We may decide not to provide Services to you for any lawful reason. We may request that you provide us with any information we reasonably require to determine whether you qualify for Services. Services in some areas are managed and provided under contract with Sprint PCS by independent affiliates with access to the Sprint PCS Network. Some Services may not be available or may operate differently in certain affiliate markets.

Credit Verification. You must have and keep satisfactory credit to receive and continue to receive Services. We will verify your credit before agreeing to provide Services to you and we may verify your credit at any time while we provide Services to you. Credit verification may include a review of credit reports that we receive from commercially available credit bureaus. We may require a guarantee of payment by an individual or entity approved by us. If at any time we determine, in our sole discretion, that payment for Services may not be made when due, we may suspend Services to your phone and require that you provide payment on account or a guarantee of payment before we resume Services to your phone.

Changes to Agreement. We may change this Agreement at any time (but see Service Plan). Any changes to the Terms are effective when we publish the revised Terms. If you use our Services or make

any payment to us on or after the effective date of the changes, you accept the changes. If you do not accept the changes, you may terminate Services (but see Termination and Changing Service Plans). For purposes of the Agreement, "use" includes keeping the right to access the Sprint PCS Network by not terminating Services. You may not modify the Agreement except for your Service Plan (see Termination and Changing Service Plans).

Service Plan. You may be eligible for a fixed length Service Plan ("Term Service Plan") or for a month-to-month Service Plan ("Non-Term Service Plan"). We determine the Service Plan for which you qualify. We may offer non-identical Service Plans to different individuals or entities. Services and coverage under some Service Plans may be more limited than available under other Service Plans. Your Service Plan sets out the charges for Services and is your Service Plan until that Service Plan is changed, you switch to a different Service Plan, or your Services terminate. Your Service Plan may require that you make a deposit, prepayment, or a series of deposits or prepayments, or be subject to an account spending limit, before Services are activated or maintained.

Changing Service Plans. If you are on a Non-Term Service Plan, you may change to a different Service Plan for which you qualify. Any change is effective at the start of your next full invoicing cycle unless otherwise specified by us at the time that you place your change order. If you change or add a different Service Plan or service feature and the change is effective prior to the start of your next full invoicing cycle, you will be invoiced a prorated amount. We may require a service charge for implementing any change directed by you as well as the Service Plan or optional service features you select. If you are on a Term Service Plan, your ability to change to another Service Plan may be limited and we may require you to pay a termination fee as set out in your Service Plan.

Use of Services and Equipment; Availability. You must be at least 18 years old to subscribe to our Services. We may require you to provide proof of your age and identity. If you are under 18 years old you may be eligible for certain Services that have Account Spending Limits if a person 18 years or older is also named as a subscriber on the Account. Services and equipment may not be used for any unlawful, fraudulent or abusive purpose. By requesting Services, you agree that you will not use Services and equipment in any unlawful, fraudulent or abusive manner. You may not resell or lease Services or equipment to anyone. Services are available within the operating range of the Sprint PCS Network. Coverage and quality of Services may be affected by conditions within or beyond our control, including atmospheric, geographic, or topographic conditions. We do not guarantee that there will be no interruptions or delays in Services. Your Sprint PCS Phone™ will not accept the services of any wireless provider other than Sprint PCS (but see Roaming).

Number. We assign a phone number ("Number") to the phone or other equipment used by you on the Sprint PCS Network. We may change the Number without compensation by giving you prior notice. You do not own the Number. You may not modify the Number we program into any phone or other equipment, transfer or duplicate the Number to any phone or other equipment other than that authorized by us, or transfer the Number to any other individual or entity.

Phone Activation Fee. You may be required to pay a non-refundable phone activation fee when you activate a new Number, have us switch a Number to a different phone, we activate a different phone on

your existing account or your Service Plan says so. Details on any applicable phone activation fee are set out in your Service Plan or can be obtained by calling Sprint PCS Customer Care.

Charges. For most forms of wireless Service, your usage will be charged from the time you first initiate contact between your phone or other wireless device and the network until the network connection is broken, whether or not you are successful in connecting with the service with which you seek to connect, even if the connection is later broken or dropped. An exception is that you are not charged for voice calls that are not completed. You are charged for completed calls to your Number from the time shortly before the phone starts ringing until the call is terminated by either party. You will be charged peak rates for the entire duration of calls initiated during the peak time periods applicable to your Service. You will be charged off-peak rates for the entire duration of calls initiated during the off-peak time periods applicable to your Service. In addition to these usage charges, you may be charged for recurring monthly service charges, applicable local and long-distance toll charges, other usage charges, connection fees, roaming charges, directory assistance, call completion charges, optional features you select at an extra cost, and taxes and other regulatory-related charges. Charges for most Services are incurred in one-minute increments, with partial minutes of use rounded up to the next highest minute. You must pay, by each invoice due date, all charges for Services provided to the Number for each phone or other equipment that our records show you activated, no matter who actually uses or has possession of the phone or other equipment at the time Services are provided.

Voice Command. Sprint PCS Voice Command (SM) is an optional service that allows you to place calls by using speech recognition technology. Calls to 911 or similar emergency numbers cannot be placed through the Voice Command feature. Airtime and applicable long distance charges for a call completed from your Number using the Voice Command feature begin when you press or activate the TALK or similar key(s) and end when your call is terminated by hitting the END key or by returning to the Voice Command platform. If you initiate and complete another call without leaving the Voice Command platform, a separate charge for that call will begin from the time the previous call was terminated. Airtime and applicable long distance charges will be applied to the entire length of a completed call initiated from Voice Command. Using Directory Assistance to input names into your Voice Command address book will incur additional charges. Details on charges for the Voice Command feature can be found in the marketing materials for this feature, by visiting www.sprintpcs.com or by calling Sprint PCS Customer Care.

Invoicing. Invoicing cycles are approximately 30 days in length. Invoicing cycles and dates may change from time to time. Except as otherwise provided in your Service Plan, monthly recurring charges (MRCs) are invoiced one invoicing cycle in advance. Charges for Services are usually invoiced as soon as possible after the charges accrue. We may, however, invoice you for usage and charges occurring before the invoicing cycle being invoiced, if they were not previously invoiced. If you are invoiced for usage incurred during a prior invoicing cycle, those minutes will be applied to your Service Plan minutes for the current invoicing cycle. However, if you change your Service Plan between the time the usage was incurred and the beginning of the current invoicing cycle, those minutes from the prior invoicing cycle will be charged at the rate per minute for usage over included minutes provided in the Service Plan in effect at the time the usage was incurred.

Payment. If you have authorized payment for Services or equipment by credit card or by debiting a bank account, no additional notice or consent is required before we invoice the credit card or debit the bank account for all amounts due to us or billed by us on behalf of a third party. You must promptly notify us of any change in your invoicing address or of the credit card or bank account used for payment. We reserve the right to require payment by money order, cashier's check or other secured form of payment. If we take action to receive payment beyond invoicing you for charges for Services or equipment, you must pay our costs and expenses of collection, including attorneys' fees and expenses, the fees of any collection agency and court costs. If we act as an invoicing agent for a third-party service provider, payments received are first applied to amounts due and owing to us and any remaining amounts are applied to sums due and owing to the third-party service provider. We may charge an additional fee for any check or other negotiable instrument endorsed by you and returned unpaid by a financial institution for any reason. You may be charged fees for certain methods of payment.

Late Payment Charges. Payment is past due if we do not receive it by the due date shown on your invoice. Any payment for Services and equipment not made when due accrues late charges until paid at the rate of 5% per month or at the highest rate allowed by law. Acceptance of late or partial payments (even if marked "paid in full") does not waive our right to collect all amounts that you owe us.

Disputed Charges. You must raise any dispute that you have about any charges invoiced to you within 15 days of the date of the invoice or you have accepted the invoice. You may notify us of any dispute by notifying Sprint PCS Customer Care. Calls to our sales or general business offices are not notice of a dispute. If disputed invoice procedures are described on the invoice, you must follow them.

Termination. Non-Term Service Plan. If you are on a Non-Term Service Plan you may terminate Services at any time by giving us notice. Subject to the terms of this Agreement, we may terminate Services at any time, with or without notice. We may deactivate any Number before you receive notice of termination without liability to you. Termination by either of us may be with or without cause.

Termination. Term Service Plan. If you are on a Term Service Plan (1) your ability to terminate Services before the end of the term is limited, (2) your ability to change to another Service Plan before the end of the term may be limited, and may result in a termination or activation fee, (3) you may be required to pay a termination fee, (4) we may not terminate Services without cause before the end of the term and (5) if we terminate Services for cause before the end of the term, you may be required to pay a termination fee. No termination fee is charged if you terminate a Term Service Plan within 14 days of activation of your Sprint PCS Phone. During the term we must give each other notice to terminate Services. At and after the expiration of the term, you may terminate Services at any time by giving us notice and we may subject, to this Agreement, terminate Services at any time, with or without notice.

Termination. General. Regardless of whether you have a Non-Term or a Term Service Plan, we may terminate or suspend Services to you without liability (1) if you breach any provision of this Agreement (including if you fail to pay any charges for Services), or (2) if you fail to pay any charges due us for equipment or otherwise. If you promptly cure the breach, we may, but are not obligated to, reactivate Services to you. You must pay all charges for (a) Services provided before termination of a Number, and (b) equipment, regardless of who terminates Services. If Services are terminated before the end of

your current invoicing cycle (i) the monthly recurring charge is not prorated to the date of termination, and (ii) you will not receive a credit or refund for any unused minutes in your Service Plan.

Account Spending Limit. If we agree to provide Services to you on an Account Spending Limit basis, we will tell you your Account Spending Limit before we start Services to your Number, or as reasonably practicable after the limit is imposed. If we require a deposit for you to establish or keep Services on an Account Spending Limit basis, we will hold the deposit as partial guarantee of payment for Services (see Deposits). Charges for Services accrue against your Account Spending Limit as they are incurred. We may charge an initial ASL start up fee. We may charge a monthly ASL service fee, in addition to your recurring monthly service charge. We may suspend Services to your Number without prior notice to you when your account balance reaches your Account Spending Limit. Services are restored when you have paid any past due balance and pay a specified minimum amount to reduce your account balance below your Account Spending Limit. We may change this minimum amount at any time upon notice to you. You may pay any past due balance and the minimum amount by any method authorized by Sprint PCS. Contact Sprint PCS Customer Care for information about authorized methods of making these payments. We may charge you a fee for calls that involve our live customer care services. If we provide Services to you on an Account Spending Limit basis, Services and coverage may be limited in certain ways. You must pay all charges for Services even if they exceed the amount of your Account Spending Limit.

Clear Pay. If we agree to provide Services to you as a Clear Pay customer, we may suspend Services to your Number without prior notice to you immediately when your bill becomes past due. Even if your bill is not past due, we may suspend services if your unpaid usage exceeds \$125 or another amount to be determined by your past credit or usage history. If we require a deposit for you to establish or keep Services as a Clear Pay customer, we will hold the deposit as partial guarantee of payment for Services (see Deposits, below). Contact Sprint PCS Customer Care for information about authorized methods of making these payments. We may charge you a fee for calls that involve our live customer care services. If we provide Services to you on as a Clear Pay basis, Services and coverage may be limited in certain ways. You must pay all charges for Services whether or not your Services are suspended or terminated.

Deposits. If we require a deposit for you to establish or keep Services, we will hold the deposit as partial guarantee of payment for Services. We may change the deposit amount at any time to reflect revised estimated monthly charges based upon your usage. A deposit may not be used to pay any invoice (unless it is used to pay a final invoice) or delay payment. The deposit amount, the length of time we hold the deposit and changes to the deposit amount are determined based on your credit and payment history. The rate of interest, if any, on the deposit is subject to change. We may mix deposits with our other funds. If Services are terminated for any reason, we may, without notice to you, apply your deposit toward payment of outstanding charges and return any excess to you at your last known address within 75 days after termination of Services. If the U.S. Postal Service cannot deliver the money to you and returns it to us, we will hold it for you for one year from the date of return and, during that period, we may charge a servicing fee against the deposit balance. Any money held during this one-year period will not accrue interest for your benefit. You forfeit any portion of the money left after the one-year period.

Wireless Web and Voice Portal Services. Wireless Web Services are part of the Services that can be obtained through Sprint PCS. Wireless Web Services may not be immediately available in some Sprint PCS affiliate markets. Use of Wireless Web Services requires a wireless data compatible phone or certain other equipment (or both) and is subject to any memory, storage or other limitation in the phone or other equipment. The Caller ID blocking feature is not available when using Wireless Web Services. For data calls (including Wireless Web and Voice Portal calls) that are attempted, but not completed, you are charged for the time during which the network attempts to connect the call. You are charged for time spent connected to the Wireless Web or Voice Portal, including time spent browsing on the Internet or Voice Portal and reviewing or scrolling through Internet information on-line while still connected to the Sprint PCS Network. Not all Internet sites can be accessed and you may receive an error message if you attempt to access a site that cannot be accessed through Wireless Web Services. You are also charged for Wireless Web connections to review your Sprint PCS account information. Wireless Web Services and Voice Portal data calls may not be available when you are roaming off the Sprint PCS Network. Wireless Web Services are not available to you if you are on a Sprint PCS Prepaid Service Plan. If you receive Services on an Account Spending Limit basis, you may be limited in the Wireless Web and Voice Portal Services available to you. Call Sprint PCS Customer Care or visit our website at www.sprintpcs.com for availability and equipment compatibility information. Specific additional information about Wireless Web Services and Voice Portal Services, including pricing, included minutes and combining with other Service Plans, is available in our standard sales collateral for Sprint PCS Wireless Web Services and Voice Portal Services or at www.sprintpcs.com. Sprint PCS is not a publisher of third party content that can be accessed through Wireless Web Services or Voice Portal Services. Sprint PCS is not responsible for any opinions, advice, statements, services or other information provided by third parties and accessible through Wireless Web Services Voice Portal Services. Neither Sprint PCS nor its vendors or licensors guarantees the accuracy, completeness or usefulness of information that is obtained through the Wireless Web Services or Voice Portal Services. You are responsible for evaluating such content.

Taxes and Other Regulatory-Related Charges. We invoice you for taxes, fees and other charges levied by federal, state or local authorities, or foreign government on Services. We also assess charges associated with regulatory mandates and obligations, such as Universal Service and Enhanced 911 service. If you claim any tax exemption, you must provide us with a valid tax-exempt document. Any tax exemption applies only from the date we receive a valid tax-exempt document.

Roaming. Calls made outside of your Home Service Area and outside of the Sprint PCS Network are "roaming" calls. Your Sprint PCS phone is specifically designed and engineered to work only on the Sprint PCS Network. It works on another CDMA PCS provider's system only when a roaming agreement is in place between Sprint PCS and the other providers. If your Sprint PCS Phone is a dual-mode phone, it works on both a CDMA PCS provider's system (in addition to the Sprint PCS Network) and a wireless analog telecommunications provider's system only when roaming agreements are in place between Sprint PCS and the other providers. If we do not have a roaming agreement in place, you may be able to place roaming calls "manually" by using a valid credit card. If there is a gap or other interruption of coverage within a Sprint PCS coverage area that prevents connection with the Sprint PCS network and your dual-mode phone is set to roam automatically when outside Sprint PCS coverage, you may incur roaming fees within a Sprint PCS coverage area. Certain features are not available when roaming. Roaming rates may be different from and higher than the rates you pay for calls

within your Sprint PCS Home Service Area and on the Sprint PCS Network. Roaming charges are invoiced according to the practices of the roaming service provider. When roaming, you are subject to the limitation of liability provisions and other applicable rules imposed by the roaming service provider.

Interruption of Service. We may give credit for a continuous interruption of Services for more than 24 hours on a case-by-case basis. Interruptions caused by your negligent or willful actions, or by failure of equipment or service not provided by us, or by causes beyond our reasonable control, do not qualify for credit. We may provide you with an airtime credit of one minute for a call that is disconnected because of transmission limitations caused by atmospheric, geographic or topographic conditions and that you redial within one minute of disconnection. You must notify us within 24 hours of the disconnection to request credit.

Phones and Other Equipment. Phones and other equipment may be purchased and returned as provided in the purchase documents. We are not the manufacturer of the phones or other equipment. The only warranties on the phones or other equipment are any limited warranties extended by the manufacturers. We have no liability in connection with the phones and other equipment or for the manufacturers' acts or omissions.

Lost or Stolen Equipment. If your phone or other equipment is lost or stolen, you must notify us by calling Sprint PCS Customer Care. You are responsible for all charges for Services provided to the Number for the lost or stolen equipment before you notify us of the loss or theft. We will deactivate Services to the Number upon notification to us of any loss or theft. You may be required to provide evidence of the loss or theft (for example, a police report or sworn statement). If the equipment is later found, we may require that you exchange it for another phone or other equipment before we reactivate Services (if we do reactivate Services), as well as require you to pay a reactivation fee. We will deactivate Services to any Number without prior notice to you if we suspect any unlawful or fraudulent use of the Number. You agree to cooperate reasonably with us in investigating suspected unlawful or fraudulent use.

Caller ID. If you do not want people you call to receive the Number assigned to your phone, you must call Sprint PCS Customer Care for information about automatic Caller ID blocking. The Number assigned to your phone can be blocked on a per-call basis by dialing *67 + Destination Number + TALK (or similar key), but Caller ID delivery resumes on the next call you make. Caller ID display on incoming calls to your Number depends on receiving the information from the calling party.

TTY Access. A TTY (also known as TDD or Text Telephone) is a telecommunications device that allows people who are deaf or hard of hearing, or who have speech or language disabilities, to communicate by telephone. It is not possible to use your phone with a TTY.

Pay-Per-Call Service. We will not complete calls from your Number to 900, 976 and similar numbers for pay-per-call services.

International Calling. You may be limited in the international destinations that you can call with Services. You should contact Sprint PCS Customer Care for information about international destinations that you cannot call.

Limitation of Liability. Except as otherwise provided in this section, our sole liability to you for any loss or damage arising out of providing or failing to provide Services (including mistakes, omissions, interruptions, delays, errors, or defects) does not exceed (1) in cases related to a specific piece of equipment, the prorated MRC for Services to the piece of equipment during the affected period, or (2) in cases not related to a specific piece of equipment, the prorated MRCs for Services to you during the affected period. Neither we nor our vendors, suppliers or licensors are liable for any damage arising out of or in connection with:

- a) any act or omission of any telecommunications service or other service provider other than us;
- b) any directory listing;
- c) any dropped calls or inability to place or receive calls;
- d) any interruption of Services, including interruptions caused by equipment or facilities failure or shortages, transmission limitations or system capacity limitations;
- e) traffic or other accidents, or any health-related claims allegedly arising from the use of Services, phones, equipment or accessories used in connection with the Services;
- f) the use of Sprint PCS Wireless Web Services, including the accuracy or reliability of any information obtained from the Internet using Sprint PCS Wireless Web Services or from Voice Portal Services, or Internet services, content or applications not supported by Sprint PCS;
- g) any late or failed message delivery;
- h) any interruption or failure of 911 or E911 emergency services or identification of the Number, address or name associated with any person accessing or attempting to access emergency services from your phone;
- i) the installation or repair of any products or equipment by parties who are not our authorized employees or agents;
- j) events due to factors beyond our control, including acts of God (including, without limitation, weather-related phenomena, fire or earthquake), war, riot, strike, or orders of governmental authority;
- k) any act or omission of any third party or independent contractor that offers products or services in conjunction with or through the Services; or
- l) your negligent or intentional act or omission.

NO CONSEQUENTIAL OR OTHER DAMAGES. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH PROVIDING OR FAILING TO PROVIDE SERVICES, PHONES OR OTHER EQUIPMENT USED IN CONNECTION WITH THE SERVICES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES. THIS SECTION SURVIVES TERMINATION OF THIS AGREEMENT.

Indemnification. You indemnify and defend us, our partners, directors, officers, employees and agents from and against any claim, action, damage, liability and expense arising out of or in connection with: (1) your acts or omissions that occur in connection with your use of the Services or equipment used in connection with the Services, and (2) any communications you make or receive using the Services. This indemnification extends to and includes any attorney's fees and costs incurred by us arising from any actions or claims to which this indemnification applies, or from the contesting of the applicability of this provision. This section survives termination of this Agreement.

ARBITRATION OF DISPUTES. ANY CLAIM, CONTROVERSY OR DISPUTE, WHETHER SOUNDING IN CONTRACT, STATUTE, OR TORT, INCLUDING FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, RELATED DIRECTLY OR INDIRECTLY TO THE SERVICES, WHETHER BETWEEN THE COMPANY AND THE CUSTOMER OR BETWEEN THE COMPANY OR THE CUSTOMER, ON THE ONE HAND, AND EMPLOYEES, AGENTS OR AFFILIATED BUSINESSES OF THE OTHER PARTY, ON THE OTHER HAND, SHALL BE RESOLVED BY ARBITRATION AS PRESCRIBED IN THIS SECTION. THE FEDERAL ARBITRATION ACT, NOT STATE LAW, GOVERNS THE QUESTION OF WHETHER A CLAIM IS SUBJECT TO ARBITRATION.

A single arbitrator engaged in the practice of law will conduct the arbitration under the rules of the American Arbitration Association. The arbitrator will be selected in accordance with AAA procedures from a list of qualified people maintained by the AAA. All expedited procedures prescribed by the AAA rules will apply, and each party will bear their own costs and attorney's fees.

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The arbitrator will have authority only to award compensatory damages and will not have authority to award punitive damages, lost profits, or other non-compensatory damages. The arbitrator's decision and award will be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction. The arbitrator's decision must not contain findings of fact or conclusions of law.

If any party files a judicial or administrative action asserting a claim that is subject to arbitration and another party successfully stays such action or compels arbitration, the party filing that action must pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including attorney's fees.

Notices. You may get our current address for written notice by calling Sprint PCS Customer Care. Written notice to you is sent to your last known address in our invoicing records. Written notice is deemed delivered 3 days after deposit in the U.S. mail, postage prepaid, and properly addressed. Unless required by this Agreement or Applicable Laws, (1) you may notify us by calling Sprint PCS Customer Care, and (2) we may notify you by leaving a message for you on your Sprint PCS Phone, answering machine or with your answering service. Notice addresses may be changed by giving notice as provided in this section.

Choice of Law; Jurisdiction. This Agreement is governed by and must be construed under federal law and the laws of the State of Kansas, without regard to choice of law principles. You agree to submit yourself to the personal jurisdiction of the courts in the State of Kansas.

General. If either of us does not enforce any right or remedy available under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the other party. Our waiver of any requirement in any one instance is not a general waiver of that requirement and does not amend this Agreement. If any part of this Agreement is held invalid or unenforceable, that part is interpreted consistent with Applicable Laws as nearly as possible to reflect the original intentions of the parties and the rest of this Agreement remains in full force and effect. Section headings are for descriptive purposes only and are not used to interpret this Agreement. You may not assign this Agreement to any other person or entity without our prior written approval. This Agreement (including any referenced documents and attachments) makes up the entire agreement between you and us and replaces all prior written or spoken agreements, representations, promises or understandings between you and us. The provisions of this Agreement that are contemplated to be enforceable after the termination of this Agreement survive termination of this Agreement. This Agreement is subject to any applicable federal and state law (collectively, "Applicable Laws"). If there is a conflict, the Service Plan (including any Term Service Plan) controls over the Terms. **The following provisions are not generally applicable and apply only to customers whose Service Plans include these terms:**

Traveling. If you are making or receiving calls outside your Home Service Area but on the Sprint PCS Network, you may be charged for Services at a "travel" rate for both outgoing and incoming traveling calls. Long distance charges may not be included in the travel rate. Traveling charges do not apply if you subscribe to a Home Rate USA plan or to both Toll-Free USA and Home Rate USA. (See Home Rate USA and Toll-Free USA for more information.) You do not have to register your Number when traveling outside your Home Service Area.

Home Rate USA. This service lets you make or receive calls from anywhere on the Sprint PCS Network at your Home Service Area airtime rates.

Toll-Free USA. This service lets you call from anywhere on the Sprint PCS Network to anywhere in the United States, Puerto Rico and the U.S. Virgin Islands and be charged at your Home Service Area airtime rates, with no additional long distance charges. If you have Home Rate USA but do not have Toll-Free USA, and if you make a long distance call outside of your defined local calling area, you are invoiced for the long distance charges.

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EXHIBIT 3

Terms and Conditions of Services

Effective as of May 1, 2002 until replaced

Thanks for choosing Sprint. These terms and conditions are part of your agreement with Sprint for PCS Services.

For the most current version of the terms and conditions, please visit our website at www.sprintpcs.com or call PCS Customer-Service Solutions at 1-888-211-4PCS, because the terms and conditions included with your PCS Phone may not be the most current version. If you activated PCS Services before the effective date of these terms and conditions, these terms and conditions replace and supersede any previous terms and conditions.

If you have questions about your PCS Services, call PCS Customer Service Solutions at 1-888-211-4PCS (4727) or visit our Web site at www.sprintpcs.com.

Agreement. Your agreement ("Agreement") with Sprint Spectrum L.P. and any of its affiliates doing business as Sprint providing PCS Services ("Services") to you is made up of these Terms and Conditions of Service ("Terms") and the Service Plan that we agree to provide you. Your "Service Plan" is described in our marketing materials, and includes the rates and features we set for that Service Plan. We use the words "we," "us," "our" or "Sprint" to refer to Sprint Spectrum L.P. and its affiliates doing business as Sprint in these Terms. When you activate PCS Services or attempt to use our PCS Services (including, without limitation, attempting to place a call on the Sprint Nationwide PCS Network, or off the Sprint Nationwide PCS Network when roaming, including "911" or similar calls), you accept the Agreement.

Provision of Service. Your purchase of PCS Phones or other equipment does not mean that we must provide Services to you. We may decide not to provide Services to you for any lawful reason. We may request that you provide us with any information we reasonably require to determine whether you qualify for Services. Services in some areas are managed and provided under contract with Sprint by independent affiliates with access to the Sprint Nationwide PCS Network. Some Services may not be available or may operate differently in certain affiliate markets.

Credit Verification. You must have and keep satisfactory credit to receive and continue to receive Services. We will verify your credit before agreeing to provide Services to you and we may verify your credit at any time while we provide Services to you. Credit verification may include a review of credit reports that we receive from commercially available credit bureaus. We may require a guarantee of payment by an individual or entity approved by us. If at any time we determine, in our sole discretion, that payment for Services may not be made when due, we may suspend Services to your phone and require that you provide payment on account or a guarantee of payment before we resume Services to your phone.

Changes to Agreement. We may change this Agreement at any time (but see PCS Service Plan). Any changes to the Terms are effective when we publish the revised Terms. If you use our Services or make

any payment to us on or after the effective date of the changes, you accept the changes. If you do not accept the changes, you may terminate Services (but see Termination and Changing PCS Service Plans). For purposes of the Agreement, "use" includes keeping the right to access the Sprint Nationwide PCS Network by not terminating Services. You may not modify the Agreement except for your PCS Service Plan (see Termination and Changing Service Plans).

Service Plan. You may be eligible for a fixed length PCS Service Plan ("Term Service Plan") or for a month-to-month Service Plan ("Non-Term Service Plan"). We determine the Service Plan for which you qualify. We may offer non-identical Service Plans to different individuals or entities. Services and coverage under some Service Plans may be more limited than available under other Service Plans. Your Service Plan sets out the charges for Services and is your Service Plan until that Service Plan is changed, you switch to a different Service Plan, or your Services terminate. Your Service Plan may require that you make a deposit, prepayment, or a series of deposits or prepayments, or be subject to an account spending limit, before Services are activated or maintained.

Changing Service Plans. If you are on a Non-Term Service Plan, you may change to a different Service Plan for which you qualify. Any change is effective at the start of your next full invoicing cycle unless otherwise specified by us at the time that you place your change order. If you change or add a different Service Plan or service feature and the change is effective prior to the start of your next full invoicing cycle, you will be invoiced a prorated amount. We may require a service charge for implementing any change directed by you as well as the Service Plan or optional service features you select. If you are on a Term Service Plan, your ability to change to another Service Plan may be limited and we may require you to pay a termination fee as set out in your Service Plan.

Use of Services and Equipment; Availability. You must be at least 18 years old to subscribe to our Services. We may require you to provide proof of your age and identity. If you are under 18 years old you may be eligible for certain Services that have Account Spending Limits if a person 18 years or older is also named as a subscriber on the Account. Services and equipment may not be used for any unlawful, fraudulent or abusive purpose. By requesting Services, you agree that you will not use Services and equipment in any unlawful, fraudulent or abusive manner. You may not resell or lease Services or equipment to anyone. Services are available within the operating range of the Sprint Nationwide PCS Network. Coverage and quality of Services may be affected by conditions within or beyond our control, including atmospheric, geographic, or topographic conditions. We do not guarantee that there will be no interruptions or delays in Services. Your PCS Phone will not accept the services of any wireless provider other than Sprint (but see Roaming).

Number. We assign a phone number ("Number") to the phone or other equipment used by you on the Sprint Nationwide PCS Network. We may change the Number without compensation by giving you prior notice. You do not own the Number. You may not modify the Number we program into any phone or other equipment, transfer or duplicate the Number to any phone or other equipment other than that authorized by us, or transfer the Number to any other individual or entity.

Phone Activation Fee. You may be required to pay a non-refundable phone activation fee when you activate a new Number, have us switch a Number to a different phone, have your current Number changed, we activate a different phone on your existing account or your Service Plan says so. Details on

any applicable phone activation fee are set out in your Service Plan or can be obtained by calling PCS Customer Service Solutions.

Charges. For most forms of wireless Service, your usage will be charged from the time you first initiate contact between your phone or other wireless device and the network until the network connection is broken, whether or not you are successful in connecting with the service with which you seek to connect, even if the connection is later broken or dropped. An exception is that you are not charged for voice calls that are not completed. You are charged for completed calls to your Number from the time shortly before the phone starts ringing until the call is terminated by either party. You will be charged peak rates for the entire duration of calls initiated during the peak time periods applicable to your Service. You will be charged off-peak rates for the entire duration of calls initiated during the off-peak time periods applicable to your Service. In addition to these usage charges, you may be charged for recurring monthly service charges, applicable local and long-distance toll charges, other usage charges, connection fees, roaming charges, directory assistance, call completion charges, account review and management charges optional features you select at an extra cost, and taxes and other regulatory-related charges. Charges for most Services are incurred in one-minute increments, with partial minutes of use rounded up to the next highest minute. You must pay, by each invoice due date, all charges for Services provided to the Number for each phone or other equipment that our records show you activated, no matter who actually uses or has possession of the phone or other equipment at the time Services are provided.

PCS Vision (Third Generation) Wireless Charges. For PCS Vision wireless services, you will be charged, on a per kilobyte basis, for data used, whether sent or received by your PCS Phone or other wireless device, rather than for airtime used, even for certain third generation voice services. As long as your PCS Phone or other wireless device is connected to the enhanced (Third Generation) Sprint Nationwide PCS Network, you will be incurring data usage charges. You cannot receive incoming calls while using third generation services. Data packet usage will be measured in kilobytes and will be rounded up to the next whole kilobyte. Kilobyte usage will be rounded up to the next full cent. Rounding up will occur at the end of each separate session or each clock hour (at the top of each hour), if the session spans more than 1 clock hour. The number of data packets used and charged to you will vary widely, depending upon the specific PCS Vision wireless application or other service you use and the amount of data used in the specific application or service. You will be charged for data exchanges initiated by other Internet users as well as those you initiate. Estimates of data usage, for example, the size of downloadable files, will vary from what you actually use. You will be charged for additional data used in transporting and routing on the network. If you use a Premium Service (including services provided by third parties but for which you are billed on your PCS Invoice), you will be charged for data used in transport and routing in addition to the charge for the Premium Service. You will be charged for partial and interrupted data downloads or other use, including re-sent data, and for unsuccessful attempts to reach Web sites and use other applications and services, including those resulting from dropped network connections. Your invoice will not separately identify the number of kilobytes attributable to your use of specific sites, sessions or services used. Specific additional information about PCS Vision wireless services, including pricing, included kilobytes and combining with other PCS Service Plans, is available in our standard sales collateral for PCS Vision wireless Service Plans or at www.sprintpcs.com.

Voice Command. PCS Voice Command is an optional service that allows you to place calls by using speech recognition technology. Calls to 911 or similar emergency numbers cannot be placed through the Voice Command feature. Airtime and applicable long distance charges for a call completed from your Number using the Voice Command feature begin when you press or activate the TALK or similar key(s) and end when your call is terminated by hitting the END key or by returning to the Voice Command platform. If you initiate and complete another call without leaving the Voice Command platform, a separate charge for that call will begin from the time the previous call was terminated. Airtime and applicable long distance charges will be applied to the entire length of a completed call initiated from Voice Command. Using Directory Assistance to input names into your Voice Command address book will incur additional charges. Details on charges for the Voice Command feature can be found in the marketing materials for this feature, by visiting www.sprintpcs.com or by calling PCS Customer Service Solutions.

Invoicing. Invoicing cycles are approximately 30 days in length. Invoicing cycles and dates may change from time to time. Except as otherwise provided in your Service Plan, monthly recurring charges (MRCs) are invoiced one invoicing cycle in advance. Charges for Services are usually invoiced as soon as possible after the charges accrue. We may, however, invoice you for usage and charges occurring before the invoicing cycle being invoiced, if they were not previously invoiced. If you are invoiced for usage incurred during a prior invoicing cycle, those minutes will be applied to your Service Plan minutes for the current invoicing cycle. However, if you change your PCS Service Plan between the time the usage was incurred and the beginning of the current invoicing cycle, those minutes from the prior invoicing cycle will be charged at the rate per minute for usage over included minutes provided in the Service Plan in effect at the time the usage was incurred.

Premium Services. Your PCS Vision wireless services may allow you to access or download premium content for an additional charge. The additional charges for this premium content will be billed to you on your PCS Invoice. You will be charged for this content (at rates and charges specified at the time of access or download) that will be in addition to data usage charges you will incur while connected to the enhanced (Third Generation) Sprint Nationwide PCS Network. Additional taxes and other governmental fees may apply. For more details regarding Premium Services please see sprint.pcs.com.

Payment. If you have authorized payment for Services or equipment by credit card or by debiting a bank account, no additional notice or consent is required before we invoice the credit card or debit the bank account for all amounts due to us or billed by us on behalf of a third party. You must promptly notify us of any change in your invoicing address or of the credit card or bank account used for payment. We reserve the right to require payment by money order, cashier's check or other secured form of payment. If we take action to receive payment beyond invoicing you for charges for Services or equipment, you must pay our costs and expenses of collection, including attorneys' fees and expenses, the fees of any collection agency and court costs. If we act as an invoicing agent for a third-party service provider, payments received are first applied to amounts due and owing to us and any remaining amounts are applied to sums due and owing to the third-party service provider. We may charge an additional fee for any check or other negotiable instrument endorsed by you and returned unpaid by a financial institution for any reason. You may be charged fees for certain methods of payment.

Late Payment Charges. Payment is past due if we do not receive it by the due date shown on your invoice. Any payment for Services and equipment not made when due accrues late charges until paid at the rate of 5% per month or at the highest rate allowed by law. Acceptance of late or partial payments (even if marked "paid in full") does not waive our right to collect all amounts that you owe us. If your Service has been suspended due to non-payment, you may be charged a reactivation fee.

Disputed Charges. You must raise any dispute that you have about any charges invoiced to you within 15 days of the date of the invoice or you have accepted the invoice. You may notify us of any dispute by notifying PCS Customer Service Solutions. Calls to our sales or general business offices are not notice of a dispute. If disputed invoice procedures are described on the invoice, you must follow them.

Termination. Non-Term Service Plan. If you are on a Non-Term Service Plan you may terminate Services at any time by giving us notice. Subject to the terms of this Agreement, we may terminate Services at any time, with or without notice. If your Service has been suspended due to non-payment, you may be charged a reactivation fee. We may deactivate any Number before you receive notice of termination without liability to you. Termination by either of us may be with or without cause.

Termination. Term Service Plan. If you are on a Term Service Plan (1) your ability to terminate Services before the end of the term is limited, (2) your ability to change to another Service Plan before the end of the term may be limited, and may result in a termination or activation fee, (3) you may be required to pay a termination fee, (4) we may not terminate Services without cause before the end of the term and (5) if we terminate Services for cause before the end of the term, you may be required to pay a termination fee. No termination fee is charged if you terminate a Term Service Plan within 14 days of activation of your PCS Phone. During the term we must give each other notice to terminate Services. At and after the expiration of the term, you may terminate Services at any time by giving us notice and we may subject, to this Agreement, terminate Services at any time, with or without notice.

Termination. General. Regardless of whether you have a Non-Term or a Term Service Plan, we may terminate or suspend Services to you without liability (1) if you breach any provision of this Agreement (including if you fail to pay any charges for Services), or (2) if you fail to pay any charges due us for equipment or otherwise. If you promptly cure the breach, we may, but are not obligated to, reactivate Services to you. You must pay all charges for (a) Services provided before termination of a Number, (b) equipment, regardless of who terminates Services and (c) a reactivation fee, if we agree to reactivate Services to you. If Services are terminated before the end of your current invoicing cycle (i) the monthly recurring charge is not prorated to the date of termination, and (ii) you will not receive a credit or refund for any unused minutes in your Service Plan.

Account Spending Limit. If we agree to provide Services to you on an Account Spending Limit basis, we will tell you your Account Spending Limit before we start Services to your Number, or as reasonably practicable after the limit is imposed. If we require a deposit for you to establish or keep Services on an Account Spending Limit basis, we will hold the deposit as partial guarantee of payment for Services (see Deposits). Charges for Services accrue against your Account Spending Limit as they are incurred. We may charge an initial ASL start up fee. We may charge a monthly ASL service fee, in addition to your recurring monthly service charge. We may suspend Services to your Number without prior notice to you when your account balance reaches your Account Spending Limit. Services are

restored when you have paid any past due balance and pay a specified minimum amount to reduce your account balance below your Account Spending Limit. We may change this minimum amount at any time upon notice to you. You may pay any past due balance and the minimum amount by any method authorized by Sprint. Contact PCS Customer Service Solutions for information about authorized methods of making these payments. We may charge you a fee for calls that involve our live customer care services. If we provide Services to you on an Account Spending Limit basis, Services and coverage may be limited in certain ways. You must pay all charges for Services even if they exceed the amount of your Account Spending Limit.

Clear Pay. If we agree to provide Services to you as a Clear Pay customer, we may suspend Services to your Number without prior notice to you immediately when your bill becomes past due. Even if your bill is not past due, we may suspend services if your unpaid usage exceeds \$125 or another amount to be determined by your past credit or usage history. If we require a deposit for you to establish or keep Services as a Clear Pay customer, we will hold the deposit as partial guarantee of payment for Services (see Deposits, below). Contact PCS Customer Service Solutions for information about authorized methods of making these payments. We may charge you a fee for calls that involve our live customer care services. If we provide Services to you on as a Clear Pay basis, Services and coverage may be limited in certain ways. You must pay all charges for Services whether or not your Services are suspended or terminated.

Deposits. If we require a deposit for you to establish or keep Services, we will hold the deposit as partial guarantee of payment for Services. We may change the deposit amount at any time to reflect revised estimated monthly charges based upon your usage. A deposit may not be used to pay any invoice (unless it is used to pay a final invoice) or delay payment. The deposit amount, the length of time we hold the deposit and changes to the deposit amount are determined based on your credit and payment history. The rate of interest, if any, on the deposit is subject to change. We may mix deposits with our other funds. If Services are terminated for any reason, we may, without notice to you, apply your deposit toward payment of outstanding charges and return any excess to you at your last known address within 75 days after termination of Services. If the U.S. Postal Service cannot deliver the money to you and returns it to us, we will hold it for you for one year from the date of return and, during that period, we may charge a servicing fee against the deposit balance. Any money held during this one-year period will not accrue interest for your benefit. You forfeit any portion of the money left after the one-year period.

Wireless Web and Voice Portal Services. Wireless Web Services are part of the Services that can be obtained through Sprint. Wireless Web Services may not be immediately available in some PCS affiliate markets. Use of Wireless Web Services requires a wireless Internet-ready PCS Phone or certain other equipment (or both) and is subject to any memory, storage or other limitation in the phone or other equipment. The Caller ID blocking feature is not available when using Wireless Web Services. For data calls (including Wireless Web and Voice Portal calls) that are attempted, but not completed, you are charged for the time during which the network attempts to connect the call. You are charged for time spent connected to the Wireless Web or Voice Portal, including time spent browsing on the Internet or Voice Portal and reviewing or scrolling through Internet information on-line while still connected to the Sprint Nationwide PCS Network. Not all Internet sites can be accessed and you may receive an error message if you attempt to access a site that cannot be accessed through Wireless Web Services. You are

also charged for Wireless Web connections to review your PCS account information. Wireless Web Services and Voice Portal data calls may not be available when you are roaming off the Sprint Nationwide PCS Network. Wireless Web Services are not available to you if you are on a PCS Prepaid Service Plan. If you receive Services on an Account Spending Limit basis, you may be limited in the Wireless Web and Voice Portal Services available to you. Call PCS Customer Service Solutions or visit our website at www.sprintpcs.com for availability and equipment compatibility information. Specific additional information about Wireless Web Services and Voice Portal Services, including pricing, included minutes and combining with other Service Plans, is available in our standard sales collateral for PCS Wireless Web Services and Voice Portal Services or at www.sprintpcs.com. Sprint is not a publisher of third party content that can be accessed through Wireless Web Services or Voice Portal Services. Sprint is not responsible for any opinions, advice, statements, services or other information provided by third parties and accessible through Wireless Web Services Voice Portal Services. Neither Sprint nor its vendors or licensors guarantees the accuracy, completeness or usefulness of information that is obtained through the Wireless Web Services or Voice Portal Services. You are responsible for evaluating such content.

Other Terms Applicable to PCS Vision Wireless Usage. Use of PCS Vision wireless services requires the purchase of separate third generation wireless compatible phone or other device and is subject to any software, memory, storage or other limitation in the phone or other equipment. Not all applications and services work, or work the same, on all third generation wireless phones and devices. Check the materials accompanying your phone or device to determine which applications and services it will support. PCS Vision wireless services are not available when roaming off the Sprint Nationwide PCS Network. PCS Vision wireless services may not be currently available in some affiliate areas.

Sprint is not responsible for any opinions, advice, statements, services applications or other information provided by third parties and accessible through PCS Vision wireless services. Neither Sprint nor its vendors or licensors guarantees the accuracy, completeness or usefulness of information that is obtained through the PCS Vision wireless services. You are responsible for evaluating such content. Use of certain PCS Vision wireless services, including some messaging services, may result in the disclosure to others of your email address and other information about you in connection with your internet usage. Your accessing of, or use of, third party sites or services accessible PCS Vision wireless services may require the disclosure of information about you, subject to the policies of those sites and services.

You consent to receiving advertising, warnings, alerts and other messages, including broadcast messages.

Your access to PCS Vision wireless services is controlled by a password.

Taxes and Other Regulatory-Related Charges. We invoice you for taxes, fees and other charges levied by federal, state or local authorities, or foreign government on Services. We also assess charges associated with regulatory mandates and obligations, such as Universal Service and Enhanced 911 service. If you claim any tax exemption, you must provide us with a valid tax-exempt document. Any tax exemption applies only from the date we receive a valid tax-exempt document.

Roaming. Calls made outside of your Home Service Area and off of the Sprint Nationwide PCS Network are "roaming" calls. Your PCS Phone is specifically designed and engineered to work only on the Sprint Nationwide PCS Network. It works on another CDMA PCS provider's system only when a roaming agreement is in place between Sprint and the other providers. If your PCS Phone is a dual-mode phone, it works on both a CDMA PCS provider's system (in addition to the Sprint Nationwide PCS Network) and a wireless analog telecommunications provider's system only when roaming agreements are in place between Sprint and the other providers. If we do not have a roaming agreement in place, you may be able to place roaming calls "manually" by using a valid credit card. If there is a gap or other interruption of coverage within a PCS coverage area that prevents connection with the Sprint Nationwide PCS Network and your dual-band phone is set to roam automatically when outside PCS coverage, you may incur roaming fees within a PCS coverage area. Certain features are not available when roaming. Roaming rates may be different from and higher than the rates you pay for calls within your Sprint PCS Local Service Area and on the Sprint Nationwide PCS Network. When roaming, you are subject to the limitation of liability provisions and other applicable rules imposed by the roaming service provider.

Interruption of Service. We may give credit for a continuous interruption of Services for more than 24 hours on a case-by-case basis. Interruptions caused by your negligent or willful actions, or by failure of equipment or service not provided by us, or by causes beyond our reasonable control, do not qualify for credit. We may provide you with an airtime credit of one minute for a call that is disconnected because of transmission limitations caused by atmospheric, geographic or topographic conditions and that you redial within one minute of disconnection. You must notify us within 24 hours of the disconnection to request credit.

Phones and Other Equipment. Phones and other equipment may be purchased and returned as provided in the purchase documents. We are not the manufacturer of the phones or other equipment. The only warranties on the phones or other equipment are any limited warranties extended by the manufacturers. We have no liability in connection with the phones and other equipment or for the manufacturers' acts or omissions.

Lost or Stolen Equipment. If your phone or other equipment is lost or stolen, you must notify us by calling PCS Customer Service Solutions. You are responsible for all charges for Services provided to the Number for the lost or stolen equipment before you notify us of the loss or theft. We will deactivate Services to the Number upon notification to us of any loss or theft. You may be required to provide evidence of the loss or theft (for example, a police report or sworn statement). If the equipment is later found, we may require that you exchange it for another phone or other equipment before we reactivate Services (if we do reactivate Services), as well as require you to pay a reactivation fee. We will deactivate Services to any Number without prior notice to you if we suspect any unlawful or fraudulent use of the Number. You agree to cooperate reasonably with us in investigating suspected unlawful or fraudulent use.

Caller ID. If you do not want people you call to receive the Number assigned to your phone, you must call PCS Customer Service Solutions for information about automatic Caller ID blocking. The Number assigned to your phone can be blocked on a per-call basis by dialing *67 + Destination Number +

TALK (or similar key), but Caller ID delivery resumes on the next call you make. Caller ID display on incoming calls to your Number depends on receiving the information from the calling party.

TTY Access. A TTY (also known as TDD or Text Telephone) is a telecommunications device that allows people who are deaf or hard of hearing, or who have speech or language disabilities, to communicate by telephone. It is not possible to use your phone with a TTY.

Pay-Per-Call Service. We will not complete calls from your Number to 900, 976 and similar numbers for pay-per-call services.

International Calling. You may be limited in the international destinations that you can call with Services. You should contact PCS Customer Service Solutions for information about international destinations that you cannot call.

Limitation of Liability. Except as otherwise provided in this section, our sole liability to you for any loss or damage arising out of providing or failing to provide Services (including mistakes, omissions, interruptions, delays, errors, or defects) does not exceed (1) in cases related to a specific piece of equipment, the prorated MRC for Services to the piece of equipment during the affected period, or (2) in cases not related to a specific piece of equipment, the prorated MRCs for Services to you during the affected period. Neither we nor our vendors, suppliers or licensors are liable for any damage arising out of or in connection with:

- a) any act or omission of any telecommunications service or other service provider other than us;
- b) any directory listing;
- c) any dropped calls or inability to place or receive calls;
- d) any interruption of Services, including interruptions caused by equipment or facilities failure or shortages, transmission limitations or system capacity limitations;
- e) traffic or other accidents, or any health-related claims allegedly arising from the use of Services, phones, equipment or accessories used in connection with the Services;
- f) the use of Wireless Web Services and PCS Vision applications and services, including the accuracy or reliability of any information obtained from the Internet using Wireless Web Services or from Voice Portal Services, PCS Vision wireless services or Internet services, content or applications not supported by Sprint PCS;
- g) any late or failed message delivery;
- h) any interruption or failure of 911 or E911 emergency services or identification of the Number, address or name associated with any person accessing or attempting to access emergency services from your phone;
- i) the installation or repair of any products or equipment by parties who are not our authorized employees or agents;
- j) events due to factors beyond our control, including acts of God (including, without limitation, weather-related phenomena, fire or earthquake), war, riot, strike, or orders of governmental authority;
- k) any act or omission of any third party or independent contractor that offers products or services in conjunction with or through the Services; or
- l) your negligent or intentional act or omission.

NO CONSEQUENTIAL OR OTHER DAMAGES. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH PROVIDING OR FAILING TO PROVIDE SERVICES, PHONES OR OTHER EQUIPMENT USED IN CONNECTION WITH THE SERVICES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES. THIS SECTION SURVIVES TERMINATION OF THIS AGREEMENT.

Indemnification. You indemnify and defend us, our partners, directors, officers, employees and agents from and against any claim, action, damage, liability and expense arising out of or in connection with: (1) your acts or omissions that occur in connection with your use of the Services or equipment used in connection with the Services, and (2) any communications you make or receive using the Services. This indemnification extends to and includes any attorney's fees and costs incurred by us arising from any actions or claims to which this indemnification applies, or from the contesting of the applicability of this provision. This section survives termination of this Agreement.

MANDATORY ARBITRATION OF DISPUTES. ANY CLAIM, CONTROVERSY OR DISPUTE OF ANY KIND BETWEEN THE CUSTOMER AND THE COMPANY AND/OR ANY OF ITS' EMPLOYEES, AGENTS, AFFILIATES OR OTHER REPRESENTATIVES, WHETHER SOUNDING IN CONTRACT, STATUTE, OR TORT, INCLUDING FRAUD, MISREPRESENTATION, FRAUDULENT INDUCEMENT, OR ANY OTHER LEGAL OR EQUITABLE THEORY AND REGARDLESS OF THE DATE OF ACCRUAL OF SUCH CLAIM, CONTROVERSY OR DISPUTE SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION AS PRESCRIBED IN THIS SECTION. THE FEDERAL ARBITRATION ACT, NOT STATE LAW, GOVERNS THE QUESTION OF WHETHER A CLAIM IS SUBJECT TO ARBITRATION. HOWEVER, NOTHING CONTAINED IN THIS ARBITRATION PROVISION SHALL PRECLUDE THE CUSTOMER FROM RESOLVING ANY CLAIM, CONTROVERSY OR DISPUTE IN SMALL CLAIMS COURT HE OR SHE OTHERWISE WOULD HAVE THE RIGHT TO PURSUE.

A single arbitrator engaged in the practice of law will conduct the arbitration. The arbitrator will be selected according to the rules of the American Arbitration Association or JAMS or, alternatively, may be selected by agreement of the parties, who shall cooperate in good faith to select the arbitrator. The arbitration will be conducted by, and under the then-applicable rules of American Arbitration Association or JAMS, as applicable. All expedited procedures prescribed by the applicable rules will apply. Any required hearing fees and costs shall be paid by the parties as required by the applicable rules or as required by applicable law, but the arbitrator shall have the power to apportion such costs as the arbitrator deems appropriate.

The arbitrator's decision and award will be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction.

If any party files a judicial or administrative action asserting a claim that is subject to arbitration and another party successfully stays such action or compels arbitration, the party filing that action must

pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including attorney's fees.

Notices. You may get our current address for written notice by calling PCS Customer Service Solutions. Written notice to you is sent to your last known address in our invoicing records. Written notice is deemed delivered 3 days after deposit in the U.S. mail, postage prepaid, and properly addressed. Unless required by this Agreement or Applicable Laws, (1) you may notify us by calling PCS Customer Service Solutions, and (2) we may notify you by leaving a message for you on your PCS Phone, answering machine or with your answering service. Notice addresses may be changed by giving notice as provided in this section.

Choice of Law; Jurisdiction. This Agreement is governed by and must be construed under federal law and the laws of the State of Kansas, without regard to choice of law principles. You agree to submit yourself to the personal jurisdiction of the courts in the State of Kansas.

General. If either of us does not enforce any right or remedy available under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the other party. Our waiver of any requirement in any one instance is not a general waiver of that requirement and does not amend this Agreement. If any part of this Agreement is held invalid or unenforceable, that part is interpreted consistent with Applicable Laws as nearly as possible to reflect the original intentions of the parties and the rest of this Agreement remains in full force and effect. Section headings are for descriptive purposes only and are not used to interpret this Agreement. You may not assign this Agreement to any other person or entity without our prior written approval. This Agreement (including any referenced documents and attachments) makes up the entire agreement between you and us and replaces all prior written or spoken agreements, representations, promises or understandings between you and us. The provisions of this Agreement that are contemplated to be enforceable after the termination of this Agreement survive termination of this Agreement. This Agreement is subject to any applicable federal and state law (collectively, "Applicable Laws"). If there is a conflict, the Service Plan (including any Term Service Plan) controls over the Terms. **The following provisions are not generally applicable and apply only to customers whose Service Plans include these terms:**

Traveling. If you are making or receiving calls outside your Home Service Area but on the Sprint Nationwide PCS Network, you may be charged for Services at a "travel" rate for both outgoing and incoming traveling calls. Long distance charges may not be included in the travel rate. Traveling charges do not apply if you subscribe to a Home Rate USA plan or to both Toll-Free USA and Home Rate USA. (See Home Rate USA and Toll-Free USA for more information.) You do not have to register your Number when traveling outside your Home Service Area.

Home Rate USA. This service lets you make or receive calls from anywhere on the Sprint Nationwide PCS Network at your Home Service Area airtime rates.

Toll-Free USA. This service lets you call from anywhere on the Sprint Nationwide PCS Network to anywhere in the United States, Puerto Rico and the U.S. Virgin Islands and be charged at your Home

Service Area airtime rates, with no additional long distance charges. If you have Home Rate USA but do not have Toll-Free USA, and if you make a long distance call outside of your defined local calling area, you are invoiced for the long distance charges.

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MAY 02

EXHIBIT 4

Terms and Conditions of Services

Effective as of August 1, 2002 until replaced

Thanks for choosing Sprint. These terms and conditions are part of your agreement with Sprint for PCS Services.

For the most current version of the terms and conditions, please visit our website at www.sprintpcs.com or call PCS Customer Service Solutions at 1-888-211-4PCS, because the terms and conditions included with your PCS Phone may not be the most current version. If you activated PCS Services before the effective date of these terms and conditions, these terms and conditions replace and supersede any previous terms and conditions.

If you have questions about your PCS Services, call PCS Customer Service Solutions at 1-888-211-4PCS (4727) or visit our Web site at www.sprintpcs.com.

Para solicitar esta literatura en español, por favor contactar a 1-888-211-4PCS(4727).

Agreement. Your agreement ("Agreement") with Sprint Spectrum L.P. and any of its affiliates doing business as Sprint providing PCS Services ("Services") to you is made up of these Terms and Conditions of Service ("Terms") and the Service Plan that we agree to provide you. Your "Service Plan" is described in our marketing materials, and includes the rates and features we set for that Service Plan. We use the words "we," "us," "our" or "Sprint" to refer to Sprint Spectrum L.P. and its affiliates doing business as Sprint in these Terms. When you activate PCS Services or attempt to use our PCS Services (including, without limitation, attempting to place a call on the Sprint Nationwide PCS Network, or off the Sprint Nationwide PCS Network when roaming, including "911" or similar calls), you accept the Agreement.

Provision of Service. Your purchase of PCS Phones or other equipment does not mean that we must provide Services to you. We may decide not to provide Services to you for any lawful reason. We may request that you provide us with any information we reasonably require to determine whether you qualify for Services. Services in some areas are managed and provided under contract with Sprint by independent affiliates with access to the Sprint Nationwide PCS

Network. Some Services may not be available or may operate differently in certain affiliate markets.

Credit Verification. You must have and keep satisfactory credit to receive and continue to receive Services. We will verify your credit before agreeing to provide Services to you and we may verify your credit at any time while we provide Services to you. Credit verification may include a review of credit reports that we receive from commercially available credit bureaus. We may require a guarantee of payment by an individual or entity approved by us. If at any time we determine, in our sole discretion, that payment for Services may not be made when due, we may suspend Services to your phone and require that you provide payment on account or a guarantee of payment before we resume Services to your phone.

Changes to Agreement. We may change this Agreement at any time (but see PCS Service Plan). Any changes to the Terms are effective when we publish the revised Terms. If you use our Services or make any payment to us on or after the effective date of the changes, you accept the changes. If you do not accept the changes, you may terminate Services (but see Termination and Changing PCS Service Plans). For purposes of the Agreement, "use" includes keeping the right to access the Sprint Nationwide PCS Network by not terminating Services. You may not modify the Agreement except for your PCS Service Plan (see Termination and Changing Service Plans).

Service Plan. You may be eligible for a fixed length PCS Service Plan ("Term Service Plan") or for a month-to-month Service Plan ("Non-Term Service Plan"). We determine the Service Plan for which you qualify. We may offer non-identical Service Plans to different individuals or entities. Services and coverage under some Service Plans may be more limited than available under other Service Plans. Your Service Plan sets out the charges for Services and is your Service Plan until that Service Plan is changed, you switch to a different Service Plan, or your Services terminate. Your Service Plan may require that you make a deposit, prepayment, or a series of deposits or prepayments, or be subject to an account spending limit, before Services are activated or maintained.

Changing Service Plans. If you are on a Non-Term Service Plan, you may change to a different Service Plan for which

you qualify. Any change is effective at the start of your next full invoicing cycle unless otherwise specified by us at the time that you place your change order. If you change or add a different Service Plan or service feature and the change is effective prior to the start of your next full invoicing cycle, you will be invoiced a prorated amount. We may require a service charge for implementing any change directed by you as well as the Service Plan or optional service features you select. If you are on a Term Service Plan, your ability to change to another Service Plan may be limited and we may require you to pay a termination fee as set out in your Service Plan.

Use of Services and Equipment; Availability. You must be at least 18 years old to subscribe to our Services. We may require you to provide proof of your age and identity. If you are under 18 years old you may be eligible for certain Services that have Account Spending Limits if a person 18 years or older is also named as a subscriber on the Account. Services and equipment may not be used for any unlawful, fraudulent or abusive purpose. By requesting Services, you agree that you will not use Services and equipment in any unlawful, fraudulent or abusive manner. You may not resell or lease Services or equipment to anyone. Services are available within the operating range of the Sprint Nationwide PCS Network. Coverage and quality of Services may be affected by conditions within or beyond our control, including atmospheric, geographic, or topographic conditions. We do not guarantee that there will be no interruptions or delays in Services. Your PCS Phone will not accept the services of any wireless provider other than Sprint (but see Roaming).

Number. We assign a phone number ("Number") to the phone or other equipment used by you on the Sprint Nationwide PCS Network. We may change the Number without compensation by giving you prior notice. You do not own the Number. You may not modify the Number we program into any phone or other equipment, transfer or duplicate the Number to any phone or other equipment other than that authorized by us, or transfer the Number to any other individual or entity.

Phone Activation Fee. You may be required to pay a non-refundable phone activation fee when you activate a new Number, have us switch a Number to a different phone, have your current Number changed, we activate a different phone

on your existing account or your Service Plan says so. Details on any applicable phone activation fee are set out in your Service Plan or can be obtained by calling PCS Customer Service Solutions.

Charges. For most forms of wireless Service, your usage will be charged from the time you first initiate contact between your phone or other wireless device and the network until the network connection is broken, whether or not you are successful in connecting with the service with which you seek to connect, even if the connection is later broken or dropped. An exception is that you are not charged for voice calls that are not completed. You are charged for completed calls to your Number from the time shortly before the phone starts ringing until the call is terminated by either party. You will be charged peak rates for the entire duration of calls initiated during the peak time periods applicable to your Service. You will be charged off-peak rates for the entire duration of calls initiated during the off-peak time periods applicable to your Service. In addition to these usage charges, you may be charged for recurring monthly service charges, applicable local and long-distance toll charges, other usage charges, connection fees, roaming charges, directory assistance, call completion charges, account review and management charges optional features you select at an extra cost, and taxes and other regulatory-related charges. Charges for most Services are incurred in one-minute increments, with partial minutes of use rounded up to the next highest minute. You must pay, by each invoice due date, all charges for Services provided to the Number for each phone or other equipment that our records show you activated, no matter who actually uses or has possession of the phone or other equipment at the time Services are provided.

PCS Vision (Third Generation) Wireless Charges. For PCS Vision wireless services, you will be charged, on a per kilobyte basis, for data used, whether sent or received by your PCS Phone or other wireless device, rather than for airtime used, even for certain third generation voice services. As long as your PCS Phone or other wireless device is connected to the enhanced (Third Generation) Sprint Nationwide PCS Network, you will be incurring data usage charges. You cannot receive incoming calls while using third generation services. Data packet usage will be measured in kilobytes and will be rounded up to the next whole kilobyte. Kilobyte usage will be rounded up to the

next full cent. Rounding up will occur at the end of each separate session or each clock hour (at the top of each hour), if the session spans more than 1 clock hour. When traveling on the Vision network, a session may be ended and new session initiated, although no interruption to the actual data session will occur. The number of data packets used and charged to you will vary widely, depending upon the specific PCS Vision wireless application or other service you use and the amount of data used in the specific application or service. You will be charged for data exchanges initiated by other Internet users as well as those you initiate. Estimates of data usage, for example, the size of downloadable files, will vary from what you actually use. You will be charged for additional data used in transporting and routing on the network. If you use a Premium Service (including services provided by third parties but for which you are billed on your PCS Invoice), you will be charged for data used in transport and routing in addition to the charge for the Premium Service. You will be charged for partial and interrupted data downloads or other use, including re-sent data, and for unsuccessful attempts to reach Web sites and use other applications and services, including those resulting from dropped network connections. Your invoice will not separately identify the number of kilobytes attributable to your use of specific sites, sessions or services used. Specific additional information about PCS Vision wireless services, including pricing, included kilobytes and combining with other PCS Service Plans, is available in our standard sales collateral for PCS Vision wireless Service Plans or at www.sprintpcs.com.

Voice Command. PCS Voice Command is an optional service that allows you to place calls by using speech recognition technology. Calls to 911 or similar emergency numbers cannot be placed through the Voice Command feature. Airtime and applicable long distance charges for a call completed from your Number using the Voice Command feature begin when you press or activate the TALK or similar key(s) and end when your call is terminated by hitting the END key or by returning to the Voice Command platform. If you initiate and complete another call without leaving the Voice Command platform, a separate charge for that call will begin from the time the previous call was terminated. Airtime and applicable long distance charges will be applied to the entire length of a completed call initiated from Voice Command. Using Directory Assistance to input names into

your Voice Command address book will incur additional charges. Details on charges for the Voice Command feature can be found in the marketing materials for this feature, by visiting www.sprintpcs.com or by calling PCS Customer Service Solutions.

Invoicing. Invoicing cycles are approximately 30 days in length. Invoicing cycles and dates may change from time to time. Except as otherwise provided in your Service Plan, monthly recurring charges (MRCs) are invoiced one invoicing cycle in advance. Charges for Services are usually invoiced as soon as possible after the charges accrue. We may, however, invoice you for usage and charges occurring before the invoicing cycle being invoiced, if they were not previously invoiced. If you are invoiced for usage incurred during a prior invoicing cycle, those minutes will be applied to your Service Plan minutes for the current invoicing cycle. However, if you change your PCS Service Plan between the time the usage was incurred and the beginning of the current invoicing cycle, those minutes from the prior invoicing cycle will be charged at the rate per minute for usage over included minutes provided in the Service Plan in effect at the time the usage was incurred.

Additional Terms for Premium Services. Access to and downloading of premium content is not included with PCS Vision services. Certain PCS Vision services (e.g., games, ringtones and screen savers) contain mostly premium services content. Your invoice will not separately identify the number of kilobytes attributable to your use of specific sites, sessions or services used. You will be charged for Premium Services at the rates and charges specified at the time of access or download. In addition to data usage charges you will incur while connected to the Sprint Nationwide PCS Network. You will be charged for partial and interrupted data downloads or other use, including data that is re-sent, and for unsuccessful attempts to reach Web sites and use of other applications and services, including those resulting from dropped network connections. We provide no warranties and make no representations or claims with regard to the third party Premium **Services**. In certain instances, subject to the terms of the content purchased, we may delete premium and non-premium items downloaded to available storage areas (e.g., your vault) including any pictures, games and other content. We may impose a dollar or other limit on use of Premium Services including a limit on the amount of Premium Service charges that you will be

allowed to incur in a specific timeframe (month, week, day, or other time period). We may suspend your use of Premium Services without prior consent or notice if we have reason to suspect fraudulent or unauthorized use of your Premium Services account, but we make no assurances that we will suspend your account.

Premium Services. Your PCS Vision wireless services may allow you to access or download premium content for an additional charge. The additional charges for this premium content will be billed to you on your PCS Invoice. You will be charged for this content (at rates and charges specified at the time of access or download) that will be in addition to data usage charges you will incur while connected to the enhanced (Third Generation) Sprint Nationwide PCS Network. Additional taxes and other governmental fees may apply. For more details regarding Premium Services please see sprint.pcs.com.

Payment. If you have authorized payment for Services or equipment by credit card or by debiting a bank account, no additional notice or consent is required before we invoice the credit card or debit the bank account for all amounts due to us or billed by us on behalf of a third party. You must promptly notify us of any change in your invoicing address or of the credit card or bank account used for payment. We reserve the right to require payment by money order, cashier's check or other secured form of payment. If we take action to receive payment beyond invoicing you for charges for Services or equipment, you must pay our costs and expenses of collection, including attorneys' fees and expenses, the fees of any collection agency and court costs. If we act as an invoicing agent for a third-party service provider, payments received are first applied to amounts due and owing to us and any remaining amounts are applied to sums due and owing to the third-party service provider. We may charge an additional fee for any check or other negotiable instrument endorsed by you and returned unpaid by a financial institution for any reason. You may be charged fees for certain methods of payment.

Late Payment Charges. Payment is past due if we do not receive it by the due date shown on your invoice. Any payment for Services and equipment not made when due accrues late charges until paid at the rate of 5% per month or at the highest rate allowed by law. Acceptance of late or partial payments (even if marked "paid in full") does

not waive our right to collect all amounts that you owe us. If your Service has been suspended due to non-payment, you may be charged a reactivation fee.

Disputed Charges. You must raise any dispute that you have about any charges invoiced to you within 15 days of the date of the invoice or you have accepted the invoice. You may notify us of any dispute by notifying PCS Customer Service Solutions. Calls to our sales or general business offices are not notice of a dispute. If disputed invoice procedures are described on the invoice, you must follow them.

Termination. Non-Term Service Plan. If you are on a Non-Term Service Plan you may terminate Services at any time by giving us notice. Subject to the terms of this Agreement, we may terminate Services at any time, with or without notice. If your Service has been suspended due to non-payment, you may be charged a reactivation fee. We may deactivate any Number before you receive notice of termination without liability to you. Termination by either of us may be with or without cause.

Termination. Term Service Plan. If you are on a Term Service Plan (1) your ability to terminate Services before the end of the term is limited, (2) your ability to change to another Service Plan before the end of the term may be limited, and may result in a termination or activation fee, (3) you may be required to pay a termination fee, (4) we may not terminate Services without cause before the end of the term and (5) if we terminate Services for cause before the end of the term, you may be required to pay a termination fee. No termination fee is charged if you terminate a Term Service Plan within 14 days of activation of your PCS Phone. During the term we must give each other notice to terminate Services. At and after the expiration of the term, you may terminate Services at any time by giving us notice and we may subject, to this Agreement, terminate Services at any time, with or without notice.

Termination. General. Regardless of whether you have a Non-Term or a Term Service Plan, we may terminate or suspend Services to you without liability (1) if you breach any provision of this Agreement (including if you fail to pay any charges for Services), or (2) if you fail to pay any charges due us for equipment or otherwise. If you promptly cure the breach, we may, but are not obligated to,

reactivate Services to you. You must pay all charges for (a) Services provided before termination of a Number, (b) equipment, regardless of who terminates Services and (c) a reactivation fee, if we agree to reactivate Services to you. If Services are terminated before the end of your current invoicing cycle (i) the monthly recurring charge is not prorated to the date of termination, and (ii) you will not receive a credit or refund for any unused minutes in your Service Plan.

Account Spending Limit. If we agree to provide Services to you on an Account Spending Limit basis, we will tell you your Account Spending Limit before we start Services to your Number, or as reasonably practicable after the limit is imposed. If we require a deposit for you to establish or keep Services on an Account Spending Limit basis, we will hold the deposit as partial guarantee of payment for Services (see Deposits). Charges for Services accrue against your Account Spending Limit as they are incurred. We may charge an initial ASL start up fee. We may charge a monthly ASL service fee, in addition to your recurring monthly service charge. We may suspend Services to your Number without prior notice to you when your account balance reaches your Account Spending Limit. Services are restored when you have paid any past due balance and pay a specified minimum amount to reduce your account balance below your Account Spending Limit. We may change this minimum amount at any time upon notice to you. You may pay any past due balance and the minimum amount by any method authorized by Sprint. Contact PCS Customer Service Solutions for information about authorized methods of making these payments. We may charge you a fee for calls that involve our live customer care services. If we provide Services to you on an Account Spending Limit basis, Services and coverage may be limited in certain ways. You must pay all charges for Services even if they exceed the amount of your Account Spending Limit.

Clear Pay. If we agree to provide Services to you as a Clear Pay customer, we may suspend Services to your Number without prior notice to you immediately when your bill becomes past due. Even if your bill is not past due, we may suspend services if your unpaid usage exceeds \$125 or another amount to be determined by your past credit or usage history. If we require a deposit for you to establish or keep Services as a Clear Pay customer, we will hold the deposit as partial guarantee of payment for Services (see

Deposits, below). Contact PCS Customer Service Solutions for information about authorized methods of making these payments. We may charge you a fee for calls that involve our live customer care services. If we provide Services to you on as a Clear Pay basis, Services and coverage may be limited in certain ways. You must pay all charges for Services whether or not your Services are suspended or terminated.

Deposits. If we require a deposit for you to establish or keep Services, we will hold the deposit as partial guarantee of payment for Services. We may change the deposit amount at any time to reflect revised estimated monthly charges based upon your usage. A deposit may not be used to pay any invoice (unless it is used to pay a final invoice) or delay payment. The deposit amount, the length of time we hold the deposit and changes to the deposit amount are determined based on your credit and payment history. The rate of interest, if any, on the deposit is subject to change. We may mix deposits with our other funds. If Services are terminated for any reason, we may, without notice to you, apply your deposit toward payment of outstanding charges and return any excess to you at your last known address within 75 days after termination of Services. If the U.S. Postal Service cannot deliver the money to you and returns it to us, we will hold it for you for one year from the date of return and, during that period, we may charge a servicing fee against the deposit balance. Any money held during this one-year period will not accrue interest for your benefit. You forfeit any portion of the money left after the one-year period.

Wireless Web and Voice Portal Services. Wireless Web Services are part of the Services that can be obtained through Sprint. Wireless Web Services may not be immediately available in some PCS affiliate markets. Use of Wireless Web Services requires a wireless Internet-ready PCS Phone or certain other equipment (or both) and is subject to any memory, storage or other limitation in the phone or other equipment. The Caller ID blocking feature is not available when using Wireless Web Services. For data calls (including Wireless Web and Voice Portal calls) that are attempted, but not completed, you are charged for the time during which the network attempts to connect the call. You are charged for time spent connected to the Wireless Web or Voice Portal, including time spent browsing on the Internet or Voice Portal and reviewing or scrolling through Internet information on-line while still connected to the

Sprint Nationwide PCS Network. Not all Internet sites can be accessed and you may receive an error message if you attempt to access a site that cannot be accessed through Wireless Web Services. You are also charged for Wireless Web connections to review your PCS account information. Wireless Web Services and Voice Portal data calls may not be available when you are roaming off the Sprint Nationwide PCS Network. Wireless Web Services are not available to you if you are on a PCS Prepaid Service Plan. If you receive Services on an Account Spending Limit basis, you may be limited in the Wireless Web and Voice Portal Services available to you. Call PCS Customer Service Solutions or visit our website at www.sprintpcs.com for availability and equipment compatibility information. Specific additional information about Wireless Web Services and Voice Portal Services, including pricing, included minutes and combining with other Service Plans, is available in our standard sales collateral for PCS Wireless Web Services and Voice Portal Services or at www.sprintpcs.com. Sprint is not a publisher of third party content that can be accessed through Wireless Web Services or Voice Portal Services. Sprint is not responsible for any opinions, advice, statements, services or other information provided by third parties and accessible through Wireless Web Services Voice Portal Services. Neither Sprint nor its vendors or licensors guarantees the accuracy, completeness or usefulness of information that is obtained through the Wireless Web Services or Voice Portal Services. You are responsible for evaluating such content.

Other Terms Applicable to PCS Vision Wireless Usage. Use of PCS Vision wireless services requires the purchase of separate third generation wireless compatible phone or other device and is subject to any software, memory, storage or other limitation in the phone or other equipment. Not all applications and services work, or work the same, on all third generation wireless phones and devices. Check the materials accompanying your phone or device to determine which applications and services it will support. PCS Vision wireless services are not available when roaming off the Sprint Nationwide PCS Network. PCS Vision wireless services may not be currently available in some affiliate areas.

Sprint is not responsible for any opinions, advice, statements, services applications or other information provided by third parties and accessible through PCS Vision

wireless services. Neither Sprint nor its vendors or licensors guarantees the accuracy, completeness or usefulness of information that is obtained through the PCS Vision wireless services. You are responsible for evaluating such content. Use of certain PCS Vision wireless services, including some messaging services, may result in the disclosure to others of your email address and other information about you in connection with your internet usage. Your accessing of, or use of, third party sites or services accessible PCS Vision wireless services may require the disclosure of information about you, subject to the policies of those sites and services.

You consent to receiving advertising, warnings, alerts and other messages, including broadcast messages. Your access to PCS Vision wireless services is controlled by a password.

Taxes and Other Regulatory-Related Charges. We invoice you for taxes, fees and other charges levied by federal, state or local authorities, or foreign government on Services. We also assess charges associated with regulatory mandates and obligations, such as Universal Service and Enhanced 911 service. If you claim any tax exemption, you must provide us with a valid tax-exempt document. Any tax exemption applies only from the date we receive a valid tax-exempt document.

Roaming. Calls made outside of your Home Service Area and off the Sprint Nationwide PCS Network are "roaming" calls. Your PCS Phone is specifically designed and engineered to work only on the Sprint Nationwide PCS Network. It works on another CDMA PCS provider's system only when a roaming agreement is in place between Sprint and the other providers. If your PCS Phone is a dual-mode phone, it works on both a CDMA PCS provider's system (in addition to the Sprint Nationwide PCS Network) and a wireless analog telecommunications provider's system only when roaming agreements are in place between Sprint and the other providers. If we do not have a roaming agreement in place, you may be able to place roaming calls "manually" by using a valid credit card. If there is a gap or other interruption of coverage within a PCS coverage area that prevents connection with the Sprint Nationwide PCS Network and your dual-band phone is set to roam automatically when outside PCS coverage, you may incur roaming fees within a PCS coverage area. Certain features are not available when

roaming. Roaming rates may be different from and higher than the rates you pay for calls within your Sprint PCS Local Service Area and on the Sprint Nationwide PCS Network. When roaming, you are subject to the limitation of liability provisions and other applicable rules imposed by the roaming service provider.

Interruption of Service. We may give credit for a continuous interruption of Services for more than 24 hours on a case-by-case basis. Interruptions caused by your negligent or willful actions, or by failure of equipment or service not provided by us, or by causes beyond our reasonable control, do not qualify for credit. We may provide you with an airtime credit of one minute for a call that is disconnected because of transmission limitations caused by atmospheric, geographic or topographic conditions and that you redial within one minute of disconnection. You must notify us within 24 hours of the disconnection to request credit.

Phones and Other Equipment. Phones and other equipment may be purchased and returned as provided in the purchase documents. We are not the manufacturer of the phones or other equipment. The only warranties on the phones or other equipment are any limited warranties extended by the manufacturers. We have no liability in connection with the phones and other equipment or for the manufacturers' acts or omissions.

Lost or Stolen Equipment. If your phone or other equipment is lost or stolen, you must notify us by calling PCS Customer Service Solutions. You are responsible for all charges for Services provided to the Number for the lost or stolen equipment before you notify us of the loss or theft. We will deactivate Services to the Number upon notification to us of any loss or theft. You may be required to provide evidence of the loss or theft (for example, a police report or sworn statement). If the equipment is later found, we may require that you exchange it for another phone or other equipment before we reactivate Services (if we do reactivate Services), as well as require you to pay a reactivation fee. We will deactivate Services to any Number without prior notice to you if we suspect any unlawful or fraudulent use of the Number. You agree to cooperate reasonably with us in investigating suspected unlawful or fraudulent use.

Caller ID. If you do not want people you call to receive the Number assigned to your phone, you must call PCS Customer Service Solutions for information about automatic Caller ID blocking. The Number assigned to your phone can be blocked on a per-call basis by dialing *67 + Destination Number + TALK (or similar key), but Caller ID delivery resumes on the next call you make. Caller ID display on incoming calls to your Number depends on receiving the information from the calling party.

TTY Access. A TTY (also known as TDD or Text Telephone) is a telecommunications device that allows people who are deaf or hard of hearing, or who have speech or language disabilities, to communicate by telephone. TTY doesn't work with all PCS Phones. If you have a PCS TTY-capable phone, it may not function effectively, or at all, when attempting 911 calls due to the equipment or software of the answering agency. Therefore, a TTY device should not be relied on for 911 calls.

Pay-Per-Call Service. We will not complete calls from your Number to 900, 976 and similar numbers for pay-per-call services.

International Calling. You may be limited in the international destinations that you can call with Services. You should contact PCS Customer Service Solutions for information about international destinations that you cannot call.

Limitation of Liability. Except as otherwise provided in this section, our sole liability to you for any loss or damage arising out of providing or failing to provide Services (including mistakes, omissions, interruptions, delays, errors, or defects) does not exceed (1) in cases related to a specific piece of equipment, the prorated MRC for Services to the piece of equipment during the affected period, or (2) in cases not related to a specific piece of equipment, the prorated MRCs for Services to you during the affected period. Neither we nor our vendors, suppliers or licensors are liable for any damage arising out of or in connection with:

- a) any act or omission of any telecommunications service or other service provider other than us;
- b) any directory listing;
- c) any dropped calls or inability to place or receive calls;

- d) any interruption of Services, including interruptions caused by equipment or facilities failure or shortages, transmission limitations or system capacity limitations;
- e) traffic or other accidents, or any health-related claims allegedly arising from the use of Services, phones, equipment or accessories used in connection with the Services;
- f) the use of Wireless Web Services and PCS Vision applications and services, including the accuracy or reliability of any information obtained from the Internet using Wireless Web Services or from Voice Portal Services, PCS Vision wireless services or Internet services, content or applications not supported by Sprint PCS;
- g) any late or failed message delivery;
- h) any interruption or failure of 911 or E911 emergency services or identification of the Number, address or name associated with any person accessing or attempting to access emergency services from your phone;
- i) the installation or repair of any products or equipment by parties who are not our authorized employees or agents;
- j) events due to factors beyond our control, including acts of God (including, without limitation, weather-related phenomena, fire or earthquake), war, riot, strike, or orders of governmental authority;
- k) any act or omission of any third party or independent contractor that offers products or services in conjunction with or through the Services; or
- l) your negligent or intentional act or omission.

NO CONSEQUENTIAL OR OTHER DAMAGES. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH PROVIDING OR FAILING TO PROVIDE SERVICES, PHONES OR OTHER EQUIPMENT USED IN CONNECTION WITH THE SERVICES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES. THIS SECTION SURVIVES TERMINATION OF THIS AGREEMENT.

Indemnification. You indemnify and defend us, our partners, directors, officers, employees and agents from and against any claim, action, damage, liability and expense arising out of or in connection with: (1) your acts or omissions that occur in connection with your use of the Services or equipment used in connection with the Services, and (2) any communications you make or receive using the Services. This indemnification extends to and includes any attorney's fees

and costs incurred by us arising from any actions or claims to which this indemnification applies, or from the contesting of the applicability of this provision. This section survives termination of this Agreement.

MANDATORY ARBITRATION OF DISPUTES. ANY CLAIM, CONTROVERSY OR DISPUTE OF ANY KIND BETWEEN THE CUSTOMER AND THE COMPANY AND/OR ANY OF ITS' EMPLOYEES, AGENTS, AFFILIATES OR OTHER REPRESENTATIVES, WHETHER SOUNDING IN CONTRACT, STATUTE, OR TORT, INCLUDING FRAUD, MISREPRESENTATION, FRAUDULENT INDUCEMENT, OR ANY OTHER LEGAL OR EQUITABLE THEORY AND REGARDLESS OF THE DATE OF ACCRUAL OF SUCH CLAIM, CONTROVERSY OR DISPUTE SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION AS PRESCRIBED IN THIS SECTION. THE FEDERAL ARBITRATION ACT, NOT STATE LAW, GOVERNS THE QUESTION OF WHETHER A CLAIM IS SUBJECT TO ARBITRATION. HOWEVER, NOTHING CONTAINED IN THIS ARBITRATION PROVISION SHALL PRECLUDE THE CUSTOMER FROM RESOLVING ANY CLAIM, CONTROVERSY OR DISPUTE IN SMALL CLAIMS COURT HE OR SHE OTHERWISE WOULD HAVE THE RIGHT TO PURSUE.

A single arbitrator engaged in the practice of law will conduct the arbitration. The arbitrator will be selected according to the rules of the American Arbitration Association or JAMS or, alternatively, may be selected by agreement of the parties, who shall cooperate in good faith to select the arbitrator. The arbitration will be conducted by, and under the then-applicable rules of American Arbitration Association or JAMS, as applicable. All expedited procedures prescribed by the applicable rules will apply. Any required hearing fees and costs shall be paid by the parties as required by the applicable rules or as required by applicable law, but the arbitrator shall have the power to apportion such costs as the arbitrator deems appropriate.

The arbitrator's decision and award will be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction.

If any party files a judicial or administrative action asserting a claim that is subject to arbitration and another party successfully stays such action or compels arbitration, the party filing that action must pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including attorney's fees.

Notices. You may get our current address for written notice by calling PCS Customer Service Solutions. Written notice to you is sent to your last known address in our invoicing records. Written notice is deemed delivered 3 days after deposit in the U.S. mail, postage prepaid, and properly addressed. Unless required by this Agreement or Applicable Laws, (1) you may notify us by calling PCS Customer Service Solutions, and (2) we may notify you by leaving a message for you on your PCS Phone, answering machine or with your answering service. Notice addresses may be changed by giving notice as provided in this section.

Choice of Law; Jurisdiction. This Agreement is governed by and must be construed under federal law and the laws of the State of Kansas, without regard to choice of law principles. You agree to submit yourself to the personal jurisdiction of the courts in the State of Kansas.

General. If either of us does not enforce any right or remedy available under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the other party. Our waiver of any requirement in any one instance is not a general waiver of that requirement and does not amend this Agreement. If any part of this Agreement is held invalid or unenforceable, that part is interpreted consistent with Applicable Laws as nearly as possible to reflect the original intentions of the parties and the rest of this Agreement remains in full force and effect. Section headings are for descriptive purposes only and are not used to interpret this Agreement. You may not assign this Agreement to any other person or entity without our prior written approval. This Agreement (including any referenced documents and attachments) makes up the entire agreement between you and us and replaces all prior written or spoken agreements, representations, promises or understandings between you and us. The provisions of this Agreement that are contemplated to be enforceable after the termination of this Agreement survive termination of this Agreement. This Agreement is subject to any applicable federal and state law (collectively, "Applicable Laws"). If there is a conflict, the Service Plan (including any Term Service Plan) controls over the Terms. The following provisions are not generally applicable and apply only to customers whose Service Plans include these terms:

Traveling. If you are making or receiving calls outside your Home Service Area but on the Sprint Nationwide PCS Network, you may be charged for Services at a "travel" rate for both outgoing and incoming traveling calls. Long distance charges may not be included in the travel rate. Traveling charges do not apply if you subscribe to a Home Rate USA plan or to both Toll-Free USA and Home Rate USA. (See Home Rate USA and Toll-Free USA for more information.) You do not have to register your Number when traveling outside your Home Service Area.

Home Rate USA. This service lets you make or receive calls from anywhere on the Sprint Nationwide PCS Network at your Home Service Area airtime rates.

Toll-Free USA. This service lets you call from anywhere on the Sprint Nationwide PCS Network to anywhere in the United States, Puerto Rico and the U.S. Virgin Islands and be charged at your Home Service Area airtime rates, with no additional long distance charges. If you have Home Rate USA but do not have Toll-Free USA, and if you make a long distance call outside of your defined local calling area, you are invoiced for the long distance charges.

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EXHIBIT 5

Terms and Conditions of Services

Effective as of June 1, 2003 until replaced

Thanks for choosing Sprint. These terms and conditions are part of your agreement with Sprint for PCS Services.

The terms and conditions included with your PCS Phone may not be the most current version. For the most current version of the terms and conditions, please visit our website at www.sprintpcs.com or call PCS Customer Service Solutions at 1-888-211-4PCS. If you activated PCS Services before the effective date of these terms and conditions, these terms and conditions replace and supersede any previous terms and conditions.

If you have questions about your PCS Services, please visit our website at www.sprintpcs.com or call PCS Customer Service Solutions at 1-888-211-4PCS (4727).

Para solicitar esta literatura en español, por favor contactar a 1-888-211-4PCS (4727).

Agreement. Your agreement ("Agreement") with Sprint Spectrum L.P. and any of its affiliates doing business as Sprint providing PCS Services ("Services") to you is made up of these Terms and Conditions of Service ("Terms") and the Service Plan that we agree to provide you. Your "Service Plan" is described in our marketing materials, and includes the terms, rates and features we set for that Service Plan. In the agreement, we use the words "we," "us," "our" or "Sprint" to refer to Sprint Spectrum L.P. and its affiliates doing business as Sprint. You accept the agreement when you activate PCS Services or make any attempt to use our PCS Services (for example, attempting to place any call while on or roaming off the Sprint Nationwide PCS Network, using data services, etc.). We may change the Agreement at any time by giving you prior notice. Any changes to the Agreement are effective when we publish them. If you use our Services or make any payment to us on or after the effective date of the changes, you accept the changes. If we change a material term of the Agreement and that change has a material adverse effect on you, you may terminate the Agreement without an early termination fee by calling 1-888-211-4727 within 30 days after the invoice date of the first invoice you receive after the changes go into effect. You understand and agree that taxes, Universal Service fees and other charges imposed by the government or based on government calculations may increase or decrease on a monthly basis, and that this paragraph does not apply to any increases in such taxes, Universal Service fees and other charges.

Provision of Service. Your purchase of a PCS Phone or other equipment does not mean that we must provide Services to you. We may decide not to provide Services to you for

any lawful reason. We may request that you provide us with any information we reasonably require to determine whether you qualify for Services. Services in some areas are managed and provided under contract with Sprint by independent affiliates with access to the Sprint Nationwide PCS Network. Some Services may not be available or may operate differently in certain affiliate markets or other areas.

Credit Verification. You must have and maintain satisfactory credit to receive and continue to receive Services. We will verify your credit before agreeing to provide Services to you and we may verify your credit at any time while we provide Services to you. Credit verification may include a review of credit reports that we receive from credit bureaus. If at any time we determine, in our sole discretion, that payment for Services may not be made when due, we may suspend Services and require that you provide payment on account or a guarantee of payment before we resume Services.

Service Plan. You may be eligible for a fixed length PCS Service Plan ("Term Service Plan") or for a month-to-month Service Plan ("Non-Term Service Plan"). We determine the Service Plan for which you qualify. Except as permitted by the Agreement, you must maintain service with us on your Term Service Plan for the minimum term associated with that Term Service Plan. We may offer non-identical Service Plans to different individuals or entities. Services and coverage under some Service Plans may be more limited than available under other Service Plans. Your Service Plan sets out the charges for Services and is your Service Plan until that Service Plan is changed, you switch to a different Service Plan, or your Services terminate. Based on your credit rating or other factors, we may require that you make a deposit, prepayment, or a series of deposits or prepayments, or be subject to an account spending limit, before Services are activated or maintained.

Changing Service Plans. If you are on a Non-Term Service Plan, you may change to a different Service Plan for which you qualify. Any change is effective at the start of your next full invoicing cycle unless otherwise specified by us at the time that you place your change order. If you change or add a different Service Plan or service feature and the change is effective prior to the start of your next full invoicing cycle, you will be invoiced a prorated amount. We may require a service charge for implementing any change directed by you in addition to the charges associated with the Service Plan or optional service features you select. If you are on a Term Service Plan and you want to change your service plan, you may be required to accept a new Term Service Plan and we may require you to pay the early termination fee set out in your Service Plan or other fee.

Termination. Non-Term Service Plan. If you are on a Non-Term Service Plan, you may terminate Services at any time by giving us notice. Subject to the terms of this Agreement, we may terminate Services at any time, with or without notice. If your Service has been suspended due to non-payment, you may be charged a reactivation fee. We may deactivate any Number before you receive notice of termination without liability to you. Termination by either of us may be with or without cause.

Termination. Term Service Plan. EXCEPT AS PERMITTED BY THE AGREEMENT, IF YOU TERMINATE YOUR TERM SERVICE PLAN BEFORE THE END OF THE TERM, OR IF WE TERMINATE SERVICES FOR CAUSE BEFORE THE END OF THE TERM, YOU WILL BE REQUIRED TO PAY THE EARLY TERMINATION FEE ASSOCIATED WITH YOUR TERM SERVICE PLAN. No early termination fee is charged if you terminate a Term Service Plan in accordance with the return policy associated with your Term Service Plan. After the expiration of the term, the Terms relating to Non-Term Service Plans apply.

Termination. General. Regardless of whether you have a Non-Term or a Term Service Plan, we may terminate or suspend Services to you without liability if: (1) you breach any provision of this Agreement (including if you fail to pay any charges for Services); or (2) you fail to pay any charges due us for equipment or otherwise. If Services are terminated before the end of your current invoicing cycle, we will not prorate the monthly recurring charge to the date of termination, and you will not receive a credit or refund for any unused minutes in your Service Plan.

Use of Services and Equipment; Availability. You must be at least 18 years old to subscribe to our Services. We may require you to provide proof of your age and identity. If you are under 18 years old you may be eligible for certain Services that have Account Spending Limits if a person 18 years or older is also named as a subscriber on the Account. Your PCS Phone will not accept the services of any wireless provider other than Sprint (but see Roaming). Services and equipment may not be used for any unlawful, fraudulent or abusive purpose. By requesting Services, you agree that you will not use Services and equipment in any unlawful, fraudulent or abusive manner. You may not resell or lease Services or equipment to anyone.

Coverage. Most services are only available within the operating range of the Sprint Nationwide PCS Network(also see Roaming). Coverage is not available everywhere. Coverage and quality of Services may be affected by conditions within or beyond our control, including network problems, signal strength, your equipment, and atmospheric, geographic, or topographic conditions. We do not guarantee service availability or that there will be no interruptions or delays in Services (e.g., dropped calls, blocked calls, etc.).

Number. We assign a phone number ("Number") to the phone or other equipment used by you on the Sprint Nationwide PCS Network. We may change the Number without compensation by giving you prior notice. You do not own the Number. You may not modify the Number we program into any phone or other equipment, transfer or duplicate the Number to any phone or other equipment other than that authorized by us, or transfer the Number to any other individual or entity.

Phone Activation Fee. You may be required to pay a non-refundable phone activation fee when you activate a new Number, have us switch a Number to a different phone, have your current Number changed, we activate a different phone on your existing account or your Service Plan says so.

Charges. For most forms of wireless Service, your usage will be charged from the time you first initiate contact between your phone or other wireless device and the network until the network connection is broken, whether or not you are successful in connecting with the service with which you seek to connect, even if the connection is later broken or dropped. An exception is that you are not charged for voice calls that are not completed. You are charged for completed calls to your Number from the time shortly before the phone starts ringing until the call is terminated. You will be charged peak rates for the entire duration of calls initiated during the peak time periods applicable to your Service. You will be charged off-peak rates for the entire duration of calls initiated during the off-peak time periods applicable to your Service. In addition to these usage charges, you may be charged for recurring monthly service charges, applicable local and long-distance toll charges, other usage charges, (including voicemail access, call waiting, call forwarding, etc.), connection fees, roaming charges, directory assistance, call completion charges, account review and management charges, optional features you select at an extra cost, surcharges related to government programs, and taxes. Charges for most Services are incurred in one-minute increments, with partial minutes of use rounded up to the next highest minute. You must pay, by each invoice due date, all charges for Services provided to the Number for each phone or other equipment that our records show you activated, no matter who actually uses or has possession of the phone or other equipment at the time Services are provided.

PCS Vision (Third Generation) Wireless Charges. For PCS Vision wireless services, you will be charged, on a per kilobyte basis, for data used, whether sent or received by your PCS Phone or other wireless device, rather than for airtime used, even for certain third generation voice services. As long as your PCS Phone or other wireless device is connected to the enhanced Third Generation Sprint Nationwide PCS Network ("PCS Vision network"), you will be incurring data usage charges. You cannot receive incoming calls while using third generation services. Data usage will be measured in kilobytes and will be rounded up to the next whole kilobyte. Kilobyte usage will be rounded up to the next full cent. Rounding up will occur at the end of each separate session or each clock hour (at the top of each hour), if the session spans more than 1 clock hour. When traveling on our PCS Vision network, a session may be ended and new session initiated, although no interruption to the actual data session will occur. The amount of data used and charged to you will vary widely, depending upon the specific PCS Vision wireless application or other service you use, the amount of data used in the specific application or service, and network congestion. You will be charged for data exchanges initiated by other Internet users as well as those you initiate. Estimates of data usage, for example, the size of downloadable files, will vary from what you actually use. You will be charged for additional data used in transporting and routing on the network. If you use a Premium Service (including services provided by third parties but for which you are billed on your PCS Invoice), you will be charged for data used in transport and routing in addition to the charge for the Premium Service. You will be charged for partial and interrupted data downloads or other use, including re-sent data, and for unsuccessful attempts to reach websites and use other applications and services, including those resulting from dropped

network connections. Your invoice will not separately identify the number of kilobytes attributable to your use of specific sites, sessions or services used.

PCS Vision Premium Services. Your PCS Vision wireless services may allow you to access or download premium content for an additional charge. Certain PCS Vision services (e.g., games, ringers and screen savers) primarily contain premium services content. Access to and downloading of premium content is not included with PCS Vision services. The additional charges for this premium content will be billed to you on your PCS Invoice. You will be charged for this content (at rates and charges specified at the time of access or download) that will be in addition to data usage charges you will incur while connected to the enhanced PCS Vision network. We provide no warranties and make no representations or claims with regard to third-party Premium Services. In certain instances, subject to the terms of the content purchased, we may delete premium and non-premium items downloaded to available storage areas (e.g., your vault), including any pictures, games and other content. We may limit the amount of Premium Services you may purchase in a specific timeframe (month, week, day, or other time period). We may suspend your use of Premium Services without prior consent or notice if we have reason to suspect fraudulent or unauthorized use of your Premium Services account, but we make no assurances that we will suspend your account.

Other Terms Applicable to PCS Vision Wireless Usage. Use of PCS Vision wireless services requires the purchase of a separate third generation wireless compatible phone or other device and is subject to any software, memory, storage or other limitation in the phone or other equipment. Not all applications and services work, or work the same, on all third generation wireless phones and devices. Check the materials accompanying your phone or device to determine which applications and services it will support. PCS Vision wireless services are not available while off the PCS Vision network.

Sprint is not responsible for any opinions, advice, statements, services applications or other information provided by third parties and accessible through PCS Vision wireless services. Neither Sprint nor its vendors or licensors guarantees the accuracy, completeness or usefulness of information that is obtained through the PCS Vision wireless services. You are responsible for evaluating such content. Use of certain PCS Vision wireless services, including some messaging services, may result in the disclosure to others of your email address and other information about you in connection with your internet usage. Your accessing of, or use of, third party sites or services accessible PCS Vision wireless services may require the disclosure of information about you, subject to the policies of those sites and services. You consent to receiving advertising, warnings, alerts and other messages, including broadcast messages. Your access to PCS Vision wireless services is controlled by a password.

Voice Command. PCS Voice Command is an optional service that allows you to place calls by using speech recognition technology. Calls to 911 or similar emergency numbers cannot be placed through the Voice Command feature. Airtime and applicable long distance charges for a call completed from your Number using the Voice Command feature begin when you press or activate the TALK or similar key(s) and end when your

call is terminated by hitting the END key or by returning to the Voice Command platform. If you initiate and complete another call without leaving the Voice Command platform, a separate charge for that call will begin from the time the previous call was terminated. Airtime and applicable long distance charges will be applied to the entire length of a completed call initiated from Voice Command. Using Directory Assistance to input names into your Voice Command address book will incur additional charges.

Invoicing. Invoicing cycles are approximately 30 days in length. Invoicing cycles and dates may change from time to time. Except as otherwise provided in your Service Plan, monthly recurring charges (MRCs) are invoiced one invoicing cycle in advance. Charges for Services are usually invoiced as soon as possible after the charges accrue. We may, however, invoice you for usage and charges occurring before the invoicing cycle being invoiced, if they were not previously invoiced. If you are invoiced for usage incurred during a prior invoicing cycle, those minutes will be applied to your Service Plan minutes for the current invoicing cycle. However, if you change your PCS Service Plan between the time the usage was incurred and the beginning of the current invoicing cycle, those minutes from the prior invoicing cycle will be charged at the rate per minute for usage over included minutes provided in the Service Plan in effect at the time the usage was incurred.

Payment. If you have authorized payment for Services or equipment by credit card or by debiting a bank account, no additional notice or consent is required before we invoice the credit card or debit the bank account for all amounts due to us or billed by us on behalf of a third party. You must promptly notify us of any change in your invoicing address or of the credit card or bank account used for payment. We reserve the right to require payment by money order, cashier's check or other secured form of payment. If we take action to receive payment beyond invoicing you for charges for Services or equipment, you must pay our costs and expenses of collection, including attorneys' fees and expenses, the fees of any collection agency and court costs. If we act as an invoicing agent for a third-party service provider, payments received are first applied to amounts due and owing to us and any remaining amounts are applied to sums due and owing to the third-party service provider. We may immediately charge an additional fee for any check or other negotiable instrument endorsed by you and returned unpaid by a financial institution for any reason. You may be charged fees for certain methods of payment.

Late Payment Charges. Payment is past due if we do not receive it by the due date shown on your invoice. Any payment for Services and equipment not made when due accrues late charges until paid at the rate of 5% per month or at the highest rate allowed by law. Acceptance of late or partial payments (even if marked "paid in full") does not waive our right to collect all amounts that you owe us. If your Service has been suspended due to non-payment, you may be charged a reactivation fee.

Disputed Charges. You must raise any dispute that you have about any charges invoiced to you within 15 days of the date of the invoice or you have accepted the invoice. You may notify us of any dispute by notifying PCS Customer Service Solutions. Calls to our

sales or general business offices are not notice of a dispute. If disputed invoice procedures are described on the invoice, you must follow them.

Account Spending Limit. If we agree to provide Services to you on an Account Spending Limit basis, we will tell you your Account Spending Limit before we start Services to your Number, or as reasonably practicable after the limit is imposed. If we require a deposit for you to establish or keep Services on an Account Spending Limit basis, we will hold the deposit as partial guarantee of payment for Services (see Deposits). Charges for Services accrue against your Account Spending Limit as they are incurred. We may charge an initial ASL start up fee. We may charge a monthly ASL service fee, in addition to your recurring monthly service charge. We may suspend Services to your Number without prior notice to you when your account balance reaches your Account Spending Limit. Services are restored when you have paid any past due balance and pay a specified minimum amount to reduce your account balance below your Account Spending Limit. We may change this minimum amount at any time upon notice to you. You may pay any past due balance and the minimum amount by any method authorized by Sprint. Contact PCS Customer Service Solutions for information about authorized methods of making these payments. We may charge you a fee for calls that involve our live customer care services. If we provide Services to you on an Account Spending Limit basis, Services and coverage may be limited in certain ways. You must pay all charges for Services even if they exceed the amount of your Account Spending Limit.

Clear Pay. If we agree to provide Services to you as a Clear Pay customer, we may suspend Services to your Number without prior notice to you immediately when your bill becomes past due. Even if your bill is not past due, we may suspend services if your unpaid usage exceeds \$125 or another amount to be determined by your past credit or usage history. If we require a deposit for you to establish or keep Services as a Clear Pay customer, we will hold the deposit as partial guarantee of payment for Services (see Deposits, below). Contact PCS Customer Service Solutions for information about authorized methods of making these payments. We may charge you a fee for calls that involve our live customer care services. If we provide Services to you on as a Clear Pay basis, Services and coverage may be limited in certain ways. You must pay all charges for Services whether or not your Services are suspended or terminated.

Deposits. If we require a deposit for you to establish or keep Services, we will hold the deposit as partial guarantee of payment for Services. We may change the deposit amount at any time to reflect revised estimated monthly charges based upon your usage. A deposit may not be used to pay any invoice (unless it is used to pay a final invoice) or delay payment. The deposit amount, the length of time we hold the deposit and changes to the deposit amount are determined based on your credit and payment history. The rate of interest, if any, on the deposit is subject to change. We may mix deposits with our other funds. If Services are terminated for any reason, we may, without notice to you, apply your deposit toward payment of outstanding charges and return any excess to you at your last known address within 75 days after termination of Services. If the U.S. Postal Service cannot deliver the money to you and returns it to us, we will hold it for you for

one year from the date of return and, during that period, we may charge a servicing fee against the deposit balance. Any money held during this one-year period will not accrue interest for your benefit. You forfeit any portion of the money left after the one-year period.

Wireless Web and Voice Portal Services. Wireless Web Services are part of the Services that can be obtained through Sprint. Wireless Web Services are not available in all markets or while roaming off the Sprint Nationwide PCS Network. Use of Wireless Web Services requires an Internet-ready PCS Phone or certain other equipment (or both) and is subject to any memory, storage or other limitation in the phone or other equipment. Wireless Web Services are not available on PCS Vision phones or devices. The Caller ID blocking feature is not available when using Wireless Web Services. Any use of Wireless Web Services deducts from your Service Plan minutes. For data calls (including Wireless Web and Voice Portal calls) that are attempted, but not completed, you are charged for the time during which the network attempts to connect the call. You are charged for time spent connected to the Wireless Web or Voice Portal, including time spent browsing on the Internet or Voice Portal and reviewing or scrolling through Internet information on-line while still connected to the Sprint Nationwide PCS Network. Not all Internet sites can be accessed and you may receive an error message if you attempt to access a site that cannot be accessed through Wireless Web Services. You are also charged for Wireless Web connections to review your PCS account information. Wireless Web Services are not available with all Service Plans. Sprint is not responsible for any opinions, advice, statements, services or other information provided by third-parties and accessible through Wireless Web Services or Voice Portal Services. Neither Sprint nor its vendors or licensors guarantees the accuracy, completeness or usefulness of information that is obtained through the Wireless Web Services or Voice Portal Services. You are responsible for evaluating such content.

Taxes and Surcharges. We invoice you for taxes, fees and other charges levied by or remitted directly to federal, state or local authorities, or foreign government on Services including, without limitation, sales, gross receipts, use, and excise taxes. If you claim any tax exemption, you must provide us with a valid tax-exempt document. Any tax exemption applies only from the date we receive a valid tax-exempt document.

We also invoice you for fees that we collect and remit to the government such as Universal Service, and for surcharges that we collect and keep to pay for the costs of complying with government mandates such as number pooling and portability, and Enhanced 911 service. These charges are neither taxes nor government imposed assessments.

Roaming. Calls made while off the Sprint Nationwide PCS Network are "roaming" calls. Your PCS Phone is specifically designed and engineered to work only on the Sprint Nationwide PCS Network. It works on another CDMA PCS provider's system only when a roaming agreement is in place between Sprint and the other providers. If your PCS Phone is a dual-mode phone, it works on both a CDMA PCS provider's system (in addition to the Sprint Nationwide PCS Network) and a wireless analog

telecommunications provider's system only when roaming agreements are in place between Sprint and the other providers. If we do not have a roaming agreement in place, you may be able to place roaming calls "manually" by using a valid credit card. If there is a gap or other interruption of coverage within a PCS coverage area that prevents connection with the Sprint Nationwide PCS Network and your dual-band phone is set to roam automatically when outside PCS coverage, you may incur roaming fees within a PCS coverage area. Certain features and services may not be available when roaming (including PCS Vision, voicemail, call waiting, call forwarding, etc.).

Phones and Other Equipment. Phones and other equipment may be purchased and returned as provided in the purchase documents. We are not the manufacturer of the phones or other equipment. The only warranties on the phones or other equipment are any limited warranties extended by the manufacturers. We have no liability in connection with the phones and other equipment or for the manufacturers' acts or omissions.

Lost or Stolen Equipment. If your phone or other equipment is lost or stolen, you must notify us by calling PCS Customer Service Solutions. You are responsible for all charges for Services provided to the Number for the lost or stolen equipment before you notify us of the loss or theft. We will deactivate Services to the Number upon notification to us of any loss or theft. You may be required to provide evidence of the loss or theft (for example, a police report or sworn statement). If the equipment is later found, we may require that you exchange it for another phone or other equipment before we reactivate Services (if we do reactivate Services), as well as require you to pay a reactivation fee. We will deactivate Services to any Number without prior notice to you if we suspect any unlawful or fraudulent use of the Number. You agree to cooperate reasonably with us in investigating suspected unlawful or fraudulent use.

Messages. You will incur airtime usage charges when accessing your voicemail from your PCS Phone. You may also incur charges in accessing text messages from your PCS Phone. You may access your voicemail without incurring airtime usage charges by checking your voicemail from a wireline phone. We may impose limits on the number of voicemail or text message that can be retained through your PCS account. Audible or visual indicators of text or voicemail messages, including mailbox icons on your PCS Phone, may not always provide an up to date indication of new messages. In certain instances, you may be required to manually reset or clear your mailbox indicator.

Caller ID. If you do not want people you call to receive the Number assigned to your phone, you must call PCS Customer Service Solutions for information about automatic Caller ID blocking. The Number assigned to your phone can be blocked on a per-call basis by dialing *67 + Destination Number + TALK (or similar key), but Caller ID delivery resumes on the next call you make. Caller ID display on incoming calls to your Number depends on receiving the information from the calling party.

TTY Access. A TTY (also known as TDD or Text Telephone) is a telecommunications device that allows people who are deaf or hard of hearing, or who have speech or language disabilities, to communicate by telephone. TTY doesn't work with all PCS

Phones. If you have a PCS TTY-capable phone, it may not function effectively, or at all, when attempting 911 calls due to the equipment or software of the answering agency. Therefore, a TTY device should not be relied on for 911 calls.

Pay-Per-Call Service. We will not complete calls from your Number to 900, 976 and similar numbers for pay-per-call services.

International Calling. You may be limited in the international destinations that you can call with Services. You should contact PCS Customer Service Solutions for information about international destinations that you cannot call.

Limitation of Liability. Except as otherwise provided in this section, our sole liability to you for any loss or damage arising out of providing or failing to provide Services (including mistakes, omissions, interruptions, delays, errors, or defects) does not exceed (1) in cases related to a specific piece of equipment, the prorated MRC for Services to the piece of equipment during the affected period, or (2) in cases not related to a specific piece of equipment, the prorated MRCs for Services to you during the affected period. Neither we nor our vendors, suppliers or licensors are liable for any damage arising out of or in connection with:

- a) any act or omission of any telecommunications service or other service provider other than us;
- b) any directory listing;
- c) any dropped calls or inability to place or receive calls;
- d) any interruption of Services, including interruptions caused by equipment or facilities failure or shortages, transmission limitations or system capacity limitations;
- e) traffic or other accidents, or any health-related claims allegedly arising from the use of Services, phones, equipment or accessories used in connection with the Services;
- f) the use of Wireless Web Services and PCS Vision applications and services, including the accuracy or reliability of any information obtained from the Internet using Wireless Web Services or from Voice Portal Services, PCS Vision wireless services or Internet services, content or applications not supported by Sprint PCS;
- g) any late or failed message delivery;
- h) any interruption or failure of 911 or E911 emergency services or identification of the Number, address or name associated with any person accessing or attempting to access emergency services from your phone;
- i) the installation or repair of any products or equipment by parties who are not our authorized employees or agents;
- j) events due to factors beyond our control, including acts of God (including, without limitation, weather-related phenomena, fire or earthquake), war, riot, strike, or orders of governmental authority;
- k) any act or omission of any third party or independent contractor that offers products or services in conjunction with or through the Services; or
- l) your negligent or intentional act or omission.

NO CONSEQUENTIAL OR OTHER DAMAGES. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR

SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH PROVIDING OR FAILING TO PROVIDE SERVICES, PHONES OR OTHER EQUIPMENT USED IN CONNECTION WITH THE SERVICES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES. THIS SECTION SURVIVES TERMINATION OF THIS AGREEMENT.

Indemnification. You indemnify and defend us, our partners, directors, officers, employees and agents from and against any claim, action, damage, liability and expense arising out of or in connection with: (1) your acts or omissions that occur in connection with your use of the Services or equipment used in connection with the Services, and (2) any communications you make or receive using the Services. This indemnification extends to and includes any attorney's fees and costs incurred by us arising from any actions or claims to which this indemnification applies, or from the contesting of the applicability of this provision. This section survives termination of this Agreement.

MANDATORY ARBITRATION OF DISPUTES. ANY CLAIM, CONTROVERSY OR DISPUTE OF ANY KIND BETWEEN THE CUSTOMER AND THE COMPANY AND/OR ANY OF ITS EMPLOYEES, AGENTS, AFFILIATES OR OTHER REPRESENTATIVES, WHETHER SOUNDING IN CONTRACT, STATUTE, OR TORT, INCLUDING FRAUD, MISREPRESENTATION, FRAUDULENT INDUCEMENT, OR ANY OTHER LEGAL OR EQUITABLE THEORY AND REGARDLESS OF THE DATE OF ACCRUAL OF SUCH CLAIM, CONTROVERSY OR DISPUTE SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION AS PRESCRIBED IN THIS SECTION. THE FEDERAL ARBITRATION ACT, NOT STATE LAW, GOVERNS THE QUESTION OF WHETHER A CLAIM IS SUBJECT TO ARBITRATION. HOWEVER, NOTHING CONTAINED IN THIS ARBITRATION PROVISION SHALL PRECLUDE THE CUSTOMER FROM RESOLVING ANY CLAIM, CONTROVERSY OR DISPUTE IN SMALL CLAIMS COURT HE OR SHE OTHERWISE WOULD HAVE THE RIGHT TO PURSUE.

A single arbitrator engaged in the practice of law will conduct the arbitration. The arbitrator will be selected according to the rules of CPR or, alternatively, may be selected by agreement of the parties, who shall cooperate in good faith to select the arbitrator. The arbitration will be conducted by, and under the then-applicable rules of the CPR Institute for Dispute Resolution. All expedited procedures prescribed by the applicable rules will apply. Any required hearing fees and costs shall be paid by the parties as required by the applicable rules or as required by applicable law, but the arbitrator shall have the power to apportion such costs as the arbitrator deems appropriate.

The arbitrator's decision and award will be final and binding (subject to the appeal clause below), and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction.

An appeal may be taken under the CPR Arbitration Appeal Procedure from any final award of any arbitral panel in any arbitration arising out of or related to this agreement

that is conducted in accordance with the requirements of such Appeal Procedure. Unless otherwise agreed by the parties and the appeal tribunal, the appeal shall be conducted at the place of the original arbitration.

If any party files a judicial or administrative action asserting a claim that is subject to arbitration and another party successfully stays such action or compels arbitration, the party filing that action must pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including attorney's fees.

Notices. You may get our current address for written notice by calling PCS Customer Service Solutions. Written notice to you is sent to your last known address in our invoicing records. Written notice is effective three days after deposit in the U.S. mail, postage prepaid, and properly addressed. Unless required by this Agreement or Applicable Laws, (1) you may notify us by calling PCS Customer Service Solutions, and (2) we may notify you by leaving a message for you on your PCS Phone, answering machine or with your answering service. Notice addresses may be changed by giving notice as provided in this section.

Choice of Law; Jurisdiction. This Agreement is governed by and must be construed under federal law and the laws of the State of Kansas, without regard to choice of law principles.

General. If either of us does not enforce any right or remedy available under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the other party. Our waiver of any requirement in any one instance is not a general waiver of that requirement and does not amend this Agreement. This Agreement is subject to any applicable federal and state law (collectively, "Applicable Laws"). If any part of this Agreement is held invalid or unenforceable, that part is interpreted consistent with Applicable Laws as nearly as possible to reflect the original intentions of the parties and the rest of this Agreement remains in full force and effect. Section headings are for descriptive purposes only and are not used to interpret this Agreement. You may not assign this Agreement to any other person or entity without our prior written approval. This Agreement (including any referenced documents and attachments) makes up the entire agreement between you and us and replaces all prior written or spoken agreements, representations, promises or understandings between you and us. The provisions of this Agreement that are contemplated to be enforceable after the termination of this Agreement survive termination of this Agreement. If there is a conflict, the Service Plan (including any Term Service Plan) controls over the Terms.

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EXHIBIT 6

Billing Information

www.sprintpcs.com

Customer	Account Number	Invoice Period	Invoice Date	Page
[REDACTED]	[REDACTED]	May 1 - May 31	Jun. 2, 2003	1 of 8

Previous Balance	097.28	Retain For Your Records <table><tr><td>Check Number</td></tr><tr><td>Date</td></tr><tr><td>Amount Paid \$</td></tr></table>	Check Number	Date	Amount Paid \$
Check Number					
Date					
Amount Paid \$					
Payment on May 23	-58.88				
Total Current Charges	59.58				
Amount Due Upon Receipt	\$186.86				
Amount Due if Received After Jun. 28, 2003	\$118.29				

Sign up for Online Invoicing.

Reduce the mail you get at home by receiving your invoice online. Just sign on to sprintpcs.com and click on the My Invoice icon. We'll send you an email each month when your invoice is ready to review. It's easy. It saves time and hassle. Sign up today!

Important Notice Regarding Your PCS Service from Sprint

The Terms and Conditions of PCS Service from Sprint have changed. To view the current version, please visit www.sprintpcs.com or press *2 on your PCS Phone and request a copy from a PCS Customer Solutions Specialist.

Receive 50 home long-distance minutes free when signing up for Sprint at Home.

Get a special offer on Sprint residential long distance: Receive up to 50 free minutes of Sprint Long Distance on your home phone every month. Sign up today for Sprint 50 at Home by calling 1-888-847-4035 or visit sprint.com/bmessage today. Offer ends July 31, 2003.

www.sprintpcs.com

You may connect with PCS Customer Solutions by pressing *2 on your PCS phone, *3 to make a one-time payment on your account, or *4 to receive automated account information and change your invoice format.

Additional assistance is available by dialing 1-888-211-4727.

Detach and return this remittance form with your payment.
Make check or money order payable to Sprint in U.S. dollars.

Do not send cash.

1405



Sprint PCS

☐ Check box for change of address (see reverse)

Account Number: [REDACTED]

Amount Due	Amount Enclosed
\$186.86	\$

#BYNGMZW ****AUTO**3-DIGIT 921

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] CA [REDACTED]

[REDACTED]

|||||

SPRINT

P O BOX 79357

CITY OF INDUSTRY CA 91716-9357

REDACTED

Helpful Information about your PCS Invoice and PCS Service from Sprint**EXPLANATION OF TERMS ON YOUR INVOICE**

For additional information, simply visit us at www.sprintpcs.com - sign on to manage your account and click the "My Invoice" button.

Summary of Individual Phone Charges (page 2): An excellent summary of all charges related to each PCS Phone on your account.

- **Monthly Service Charges** - The recurring charge for your PCS Service Plan and other services that are invoiced one month in advance.
- **Additional Usage Charges** - This column will show additional voice or roaming minutes, or PCS Vision kilobytes/megabytes usage not in your main PCS Service Plan.
- **Other Charges** - Charges that are not included in the Monthly Service Charges section will appear here if applicable.
- **Promotions, Credits and Adjustments** - Special offers or pricing promotions appear as credits on your invoice. A disputed charge, when corrected, will appear on your invoice as an adjustment.
- **Taxes** - These include applicable federal, state, city, and county taxes.

Surcharges and Fees - The surcharges in this section generally recover the costs incurred by Sprint in complying with various federal and state mandates. Charges that appear in this section of your invoice, including charges associated with Federal Telephone Number Pooling, Federal and State Universal Service Funds (USF) and Federal E911*, are neither taxes nor government-imposed assessments. The Federal USF charge is calculated using the FCC prescribed contribution factor, which may change on a quarterly basis. Neither federal nor state law requires carriers to impose these charges but carriers are permitted to recover their costs of complying with these federal and state mandates.

Call 1-866-770-6690 for more information, including the current Federal USF invoice surcharge.

*Please note that current availability of E911 services is very limited. E911 services are dependent upon several factors, including the ability of your local public safety agency to receive and process this information and the capabilities of your equipment.

ANYTIME / NIGHT AND WEEKEND MINUTES

Please note that most PCS Service Plans are made up of both Anytime (peak) and Night and Weekend (off-peak) minutes with specific time allotted for each. The cost of a call is determined by your rate plan and Night and Weekend calls typically cost less than peak calls made during business hours.

HOW TO REACH PCS CUSTOMER SOLUTIONS

We are making every attempt to simplify your invoice so that it's easy to understand. Still have questions? Here's how to contact us:

By using your PCS Phone: PCS Customer Solutions *2	Via the Internet: www.sprintpcs.com	By Phone: PCS Customer Solutions 1-888-211-4727 Consumer 1-888-788-4727 Business	By Mail: PCS Customer Solutions P.O. Box 8077 London, KY 40742	To Remit Payment: Sprint P.O. Box 219654 Kansas City, MO 64121-9554
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TTY USERS ACCESS TO PCS CUSTOMER SOLUTIONS

Please contact a TRS agent (dial 711) and request that he/she dial 1-866-727-4889. PCS Customer Solutions inquiries can also be made via the Internet at www.sprintpcs.com.

ADDITIONAL PAYMENT OPTIONS

A number of convenient payment options are available to fit your lifestyle. In addition to mailing your payment, you may also sign up for Auto Pay on our Website or by calling *2 on your PCS Phone along with having the ability to make a one-time payment through www.sprintpcs.com or *3 on your PCS Phone.

The Terms and Conditions of PCS Service sometimes change. For the most current version, please visit our website at www.sprintpcs.com or dial *2 for PCS Customer Solutions.

This invoice is due and payable upon presentation, and is past due if unpaid after the due date shown on page one of this invoice. Please make your check or money order payable to Sprint in U.S. dollars. Do not send cash. Payment is past due if we do not receive it by the due date shown on your invoice. Any payment for Services and equipment not made when due accrues late charges until paid at the rate of 5% per month or at the highest rate allowed by law. Sprint may also begin procedures to terminate services to you. You will be informed of any such termination action as required by law or the Terms and Conditions of Service. If any check sent to Sprint in payment for services is returned unpaid by your bank, you will be charged \$25, or the highest amount allowed by applicable law, for each returned check. Please provide your name and account number on any correspondence to Sprint. We will respond to your letter as soon as possible.

If you have a dispute about any charges on your invoice, you must notify us within 15 days of the date of the invoice or you will be deemed to have accepted the invoice. Initial notice of any dispute may be made by calling PCS Customer Solutions at 1-888-211-4727. You do not have to pay the disputed amounts while we investigate them, however, the amounts not in dispute are still due and payable by the due date. Puerto Rico Customers - You may obtain a copy of the Sprint Customer Complaint Resolution procedure by visiting one of the Sprint Stores in Puerto Rico or by contacting PCS Customer Solutions. This invoice constitutes notice that your service is subject to disconnection if payment is not received by the due date. California Customers - To resolve any service or invoicing issues, you should contact PCS Customer Solutions at the toll free number listed above. Sprint rates for wireless services are not regulated by either federal or state regulators. However, should you be unable to resolve any service or invoicing issues directly with Sprint you may contact the Consumer Services Division of the California Public Utilities Commission, 505 Van Ness Avenue, San Francisco, CA 94102.



Sprint is actively working toward solving our nation's solid waste problem. This invoice is printed on recyclable paper.

Account Number

Amount Due

For name changes sign on to www.sprintpcs.com Click on: Contact Us> Email us> Enter your Email address> Click on Topic> Choose Other> Enter name change & reason (Marriage, Divorce, Misspelled). For change of address sign on to the above Website or complete this form. Please PRINT in Blue or Black ink.

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

HOME PHONE: _____ BUSINESS PHONE: _____

JVN18